



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT 722 Moody, County Courthouse, Galveston, TX 77550 (409) 766-2244

Mark Henry Ryan Dennard Kevin O'Brien Stephen Holmes Ken Clark
County Judge Commissioner, Precinct 1 Commissioner, Precinct 2 Commissioner, Precinct 3 Commissioner, Precinct 4

AGENDA May 14, 2013 – 1:30 PM

CONSENT AGENDA: ALL ITEMS MARKED WITH A SINGLE ASTERISK (*) ARE PART OF THE CONSENT AGENDA AND REQUIRE NO DELIBERATION BY THE COMMISSIONERS COURT. ANY COMMISSIONERS COURT MEMBER MAY REMOVE AN ITEM FROM THIS AGENDA TO BE CONSIDERED SEPARATELY.

In accordance with the provisions of the Americans with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall, within three (3) days prior to any proceeding contact the County Judge's office at 722 Moody, Galveston, Texas 77550 (409) 766-2244.

REGULARLY SCHEDULED MEETING

Call to Order

Invocation and Pledge of Allegiance

Consent Agenda

- *1. Submitted by the Auditor's Office:
 - a. Approval of Accounts Payable Checks dated 5/7/13 and 5/14/13.
 - b. Order for Payroll period ending 5/8/13 Bi-weekly #10.
 - c. Order for Supplemental Payroll period ending 5/8/13 Bi-Weekly #10.
 - d. Internal quarterly audit reports for period Jan. - March, 2013.
 - e. Condensed Condition of Funds Statement unaudited for January 2013.
 - f. Condensed Condition of Funds Statement unaudited for February 2013.
- *2. Receive and file *Summary of Bi-Weekly Personnel Movements* pay period #9, April 11-24, 2013 submitted by Human Resources.
- *3. Consideration of *approving exemption to the 4 pay period mandatory vacancy policy for Surveillance Inspector-Mosquito Control (Psn #9)* submitted by Human Resources.

- *4. Consideration of *approving exemption to the 4 pay period mandatory vacancy policy for Facilities Maintenance Mechanic I (Psn #19)* submitted by Human Resources.
- *5. Receive and file *Notice pursuant to H.B. 3059, Section 366.005 of Texas-New Mexico Power Company providing utility service to Galveston County.*
- *6. Receive and file *the City of Texas City's Resolution No. 13-032 appointing or reappointing board members to TIRZ No. 1, and the Lago Mar Development Authority.*
- *7. Consideration of a *Resolution for Galveston County to withdraw from the Galveston County Rural Transit District and instruction to the County Judge to terminate his membership in the Governing Body of the Transit District* submitted by County Judge.
- *8. Consideration of *requests for Tax Refunds in Excess of \$2,500.00* requested by the Tax Assessor/Collector:

a.	<u>Account</u>	<u>Amount</u>	<u>Reason</u>
	0180-0012-0000-000	\$5,728.59	Overpayment
	0189-0010-0000-000	\$8,229.44	Overpayment
	0402-1300-0003-3	\$2,889.24	Duplicate Payment
	1301-4400-1003-7	\$7,313.10	Overpayment
	1520-0003-0008-000	\$4,580.61	Overpayment
	2620-0000-1508-000	\$2,738.37	Overpayment
	2960-0001-0016-000	\$4,107.47	Duplicate Payment
	2996-0000-0507-000	\$6,160.34	Duplicate Payment
	3345-0003-0007-000	\$5,769.59	Duplicate Payment
	4424-0009-0200-001	\$8,236.85	Overpayment
	4424-0009-0500-001	\$7,961.23	Overpayment
	4426-0006-0101-001	\$3,453.24	Overpayment
	5110-0006-0000-000	\$3,373.75	Overpayment
	5230-0000-0015-000	\$5,484.47	Overpayment
	5861-0001-0026-000	\$2,786.95	Overpayment
	5911-0001-0003-000	\$5,294.62	Overpayment
	6093-0000-0004-000	\$7,795.31	Overpayment
	6841-0005-0019-000	\$8,868.01	Duplicate Payment
	6868-0002-0007-000	\$4,625.80	Overpayment
	7248-3001-0007-000	\$2,895.06	Duplicate Payment
	7309-0000-0039-001	\$3,949.96	Duplicate Payment
	8600-0408-4665-007	\$34,600.00	Overpayment
	8600-0461-5140-005	\$3,542.88	Overpayment
	8600-0557-3295-005	\$7,000.00	Overpayment
	9000-0004-6035-000	\$4,518.08	Overpayment
	4019-0000-0007-002	\$13,734.47	Overpayment
	5609-0000-0011-000	\$3,502.34	Supplemental Adjust.

- *9. Receive and file *U.S. Department of Justice approval of EEOP Short Form* submitted by County Legal and Human Resources Departments.
- *10. Consideration to *authorize an extension on the following bid* submitted by the Purchasing Agent:
 - a. Bid #B112016 Chlorpyifos 1.5 Lb/Gal Insecticide
 - b. Bid #B122024 Hot Mix Asphalt
- *11. Consideration of *authorization to utilize U.S. Communities co-operative for Office Supply Products* submitted by the Purchasing Agent.
- *12. Receive and file *Notice of Settlement of property damage claim of Bayview MUD* submitted by the County Legal Department.
- *13. Consideration of *authorizing the grant application to the Texas Indigent Defense Commission for the Galveston County Veterans Defense Program* as submitted by the Grants Manager.
- *14. Consideration of *a Resolution Requesting the U.S. Fish and Wildlife Service to encourage the growth of the Kemp's Ridley Sea Turtle population on the upper Texas Coast by retaining and hatching eggs from nests found on the upper Texas Coast and releasing hatchlings in the Galveston area* submitted by County Legal.
- *15. Consideration of *Resolution authorizing the County Judge, as Director of the Gulf Coast Community Protection and Recovery District, Inc., to authorize the President of the Gulf Coast Community Protection and Recovery District, Inc., to enter into agreements to obtain funding for comprehensive planning for long-term mitigation and recovery from storm surge, flooding and wind-related disaster events* submitted by County Judge.
- *16. Consideration for *approval of Extended Service support for Power Edge M1000E through Gov Connections* submitted by Information Technology.
- *17. Consideration for *approval of Microsoft Exchange Server Enterprise license and software assurance through Tiger Direct* submitted by Information Technology.
- *18. Consideration of *approval for renewal of Remote Service Provider for IFAS through Sungard* submitted by Information Technology.
- *19. Consideration for *Barracuda Energize Updates and Instant Replacement renewal through SHI* submitted by Information Technology.
- *20. Consideration for *approval of the following contractors for the County's pool of eligible builders to be utilized in the Round 2 Housing Program* submitted by Housing:

- a. AHRG Corporation
Altura Homes
American Home Builders (America's Home place)
Burghli Homes
DSW Homes
ILCOR Homes Inc.
James W. Turner Construction LTD.
M Space Holdings LLC.
SLS Sullivan Land Services LTD.
SWMJ Construction Inc.
Tegrity TH 1 LLC., Tegrity Homes
Traton Homes

*21. Consideration of *execution of an Encroachment Agreement between the County of Galveston and Sue Scroggins permitting a partial encroachment on a drainage ditch easement located on what was formally known as Avenue D between Second Street and Galveston Bay in the Amos Edwards League A-10, Galveston County, Texas* submitted by the Right of Way Department.

*22. Consideration of *granting authority to County Judge to sign Trustee's Deeds on the following tax foreclosed property:*

- a. **CAD #: 1100-0032-0003-000**

Action Agenda

23. Commissioner, Precinct 1

- a. Consider and possibly approve Order canvassing the results of the May 11, 2013 Galveston County Emergency Services District No. 2 Election in accordance with Texas Election Code Sec. 67.003.
- b. Consider and possibly approve the appointment of five Commissioners to serve as the governing body of the Galveston County Emergency Services District No. 2, who will serve an initial term ending January 1, 2014.

24. Community Services

- a. Consideration of execution of Interlocal Cooperation Agreement between the University of Texas Medical Branch at Galveston and the County of Galveston for a Medical Examiner Physician and Related Medical Examiner Services.
- b. Consideration of Authorizing the County Judge to execute Memorandum of Understanding between Galveston County and The Gulf Coast Center for Connect Transit to provide transportation services.

25. **County Engineer**

- a. Consideration of application from Charles R. Dorsett, for Crystal Fun Town, Inc. to convey portions of Lot 1, Crystal Square in Crystal Beach by metes & bounds without revising the plat submitted by the County Engineer.
- b. Consideration of application from Kensara Sok and Sorya Chan to convey portions of Lots 1 and 5, Alberdie Additon in Crystal Beach by metes & bounds without revising the plat submitted by the County Engineer.

26. **County Legal**

- a. Consideration of execution of Second Amendment to both the Agreement to Sell and Purchase Real Estate and to the Easements, Covenants, Conditions and Restrictions Agreement by and between Lowe's Home Centers, Inc. and Galveston County.
- b. **Break into Executive Session.**
- c. **The Commissioners' Court will enter into executive session as permitted under provisions of the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapter 551.071-Consultations with attorney.**
- d. **Adjourn Executive Session.**
- e. Consideration of settlement of personal injury claim of Julia Hatcher.

27. **Professional Services**

- a. Consideration of approval of Round 2.2 CDBG projects and engineers, as needed, and update Round 1 and Round 2.2 presented by CDBG Project Coordinator.
- b. Consideration of approval of FEMA projects and engineers, as needed, and updates as presented by Grants Manager.
- c. Consideration of approval of Justice Administration Title IVE foster care grant program budget.
- d. Consideration of Budget Amendments:

- 1.

<u>Fiscal Year</u>	<u>Amendment #</u>	<u>Description</u>
2013	13-034-0514-A	Justice Court Precinct #6 – Request to transfer salary and fringe benefits of one position to be held vacant for the remainder of the FY2013 to General Fund Budgeted Reserves.

- | | | | |
|----|-----------------------------------|--|--|
| 2. | <u>Fiscal Year</u>
2013 | <u>Amendment #</u>
13-035-0514-B | <u>Description</u>
District Clerk -Request approval of an intra-departmental transfer from Grand Jury Jurors to Travel and Education and Mileage Reimbursement. |
|----|-----------------------------------|--|--|

28. **Purchasing**

- a. Consideration for authorizing awarding a contract on the following RFQ:
 - 1. RFQ #B131018 Community Preparedness Program Administration

Adjourn

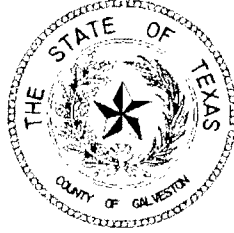
WORKSHOP AGENDA

- 1 Discuss and review of workload analysis of the Galveston County Justice System.
- 2 Review and Discuss Process Management Methodology by Information Technology.
- 3 Discuss and review SIRE Voting procedures.

Appearances before Commissioners Court

A speaker whose subject matter as submitted relates to an identifiable item of business on this agenda will be requested by the County Judge or other presiding court members to come to the podium where they will be limited to three minutes (3). A speaker whose subject matter as submitted does not relate to an identifiable item of business on this agenda will be limited to three minutes (3) and will be allowed to speak before the meeting is adjourned. Please arrive prior to the meeting and sign in with the County Clerk.

AGENDA ITEM #1.d.



THE COUNTY OF GALVESTON
COUNTY AUDITOR'S OFFICE
P.O. Box 1418
GALVESTON, TEXAS 77553

Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modzelewski, CPA
First Assistant in Charge
Director of Accounting

LaToya Jordan
First Assistant, I.T. System

May 14, 2013

Honorable Judge Mark A. Henry and
Members of the Commissioners' Court

Honorable Judge and Members of the Court:

Attached for your consideration are Quarterly Audit Reports for the offices stated below. The audits covered the period of January, February and March of 2013.

Constable, Precinct 1
Constable, Precinct 4
Constable, Precinct 5
Constable, Precinct 7

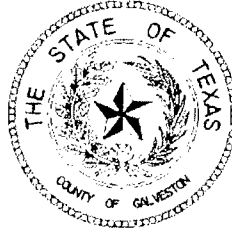
Sincerely,

A handwritten signature in black ink, reading "Jeffrey P. Modzelewski".

Jeff Modzelewski, CPA
First Assistant in Charge
Director of Accounting

cc: Honorable Clint Brown
Honorable James Fullen
Honorable Michael Montez
Honorable Rick Sharp

Attachment: Quarterly Audit Report, Constable, Precinct 1
Quarterly Audit Report, Constable, Precinct 4
Quarterly Audit Report, Constable, Precinct 5
Quarterly Audit Report, Constable, Precinct 7



THE COUNTY OF GALVESTON
COUNTY AUDITOR'S OFFICE
P.O. Box 1418
GALVESTON, TEXAS 77553

Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modzelewski, CPA
First Assistant in Charge
Director of Accounting

LaToya Jordan
First Assistant, IT System

May 2, 2013

Honorable Clint Brown
1922 Sealy
Galveston, Texas 77550

Honorable Clint Brown:

The County Auditor's Office has examined the monthly reports of Constable, Precinct 1 for the months of January 2013 thru March 2013 during April of 2013. The scope of the examination was limited to reviewing the records submitted to this office by Constable, Precinct 1. The objectives of the examination were to verify the mathematical accuracy of the reports¹, to determine if the reports were submitted in a timely manner², and that all funds collected were properly deposited with the County Treasurer.

- The monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC § 115.002.
- The funds collected were properly deposited with the County Treasurer in compliance with LGC § 113.022 and CCP § 103.004³.

This report will be submitted to Commissioners' Court on May 14, 2013. Please contact Kristin Bulanek at extension 5408 if you have any questions or comments regarding this report.

Sincerely,

A handwritten signature in black ink, reading "Jeff Modzelewski".

Jeff Modzelewski, CPA
First Assistant in Charge
Director of Accounting

¹ Local Government Code § 115.002. Examination of Books and Reports

(a) The county auditor shall carefully examine and report on all reports that are about the collection of money for the county and that are required to be made to the commissioners court.

(b) At least once each quarter, the county auditor shall check the books and shall examine in detail the reports of the county tax assessor-collector, the county treasurer, and all other officers. The auditor shall verify the footings and the correctness of those books and reports. The auditor shall either stamp the books and reports approved or shall note any differences, errors, or discrepancies.

(c) The auditor shall carefully examine the report made under Section 114.026 by the county treasurer, together with the canceled warrants that have been paid. The auditor shall verify those warrants with the register of warrants issued as shown on the auditor's books.

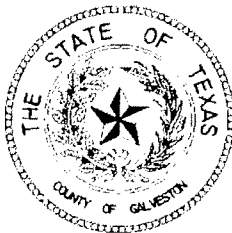
² Local Government Code § 113.022. Time for Making Deposits

(a) A county officer or other person who receives money shall deposit the money with the county treasurer on or before the next regular business day after the date on which the money is received. If this deadline cannot be met, the officer or person must deposit the money, without exception, on or before the fifth business day after the day on which the money is received. However, in a county with fewer than 50,000 inhabitants, the commissioner's court may extend the period during which funds must be deposited with the county treasurer, but the period may not exceed 15 days after the funds are received.

(b) A county treasurer shall deposit the money received under Subsection (a) in the county depository in accordance with Section 116.113 (a). In all cases, the treasurer shall deposit the money on or before the seventh business day after the date the treasurer receives the money.

³ Code of Criminal Procedures Art 103.004[949] [1050] [1015]. Disposition of Collected Money

(a) Except as provided by Subsection (c), an officer who collects recognizance's, bail bonds, fines, forfeitures, judgments', jury fees, and other obligations recovered in the name of the state under any provision of this title shall deposit the money in the County Treasury not later than the next regular business day after the date that the money is collected. If it is not possible for the officer to deposit the money in the County Treasury by that date, the officer shall deposit the money in the County Treasury as soon as possible, but not later than the fifth regular business day after the date that the money is collected.



THE COUNTY OF GALVESTON
COUNTY AUDITOR'S OFFICE
P.O. Box 1418
GALVESTON, TEXAS 77553

Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modzelewski, CPA
First Assistant in Charge
Director of Accounting

LaToya Jordan
First Assistant, IT System

May 2, 2013

Honorable James Fullen
P.O. Box 697
11730 Highway 6
Santa Fe, Texas 77510

Honorable James Fullen:

The County Auditor's Office has examined the monthly reports of Constable, Precinct 4 for the months of January 2013 thru March 2013 during April of 2013. The scope of the examination was limited to reviewing the records submitted to this office by Constable, Precinct 4. The objectives of the examination were to verify the mathematical accuracy of the reports¹, to determine if the reports were submitted in a timely manner², and that all funds collected were properly deposited with the County Treasurer.

- The monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC § 115.002.
- The funds collected were properly deposited with the County Treasurer in compliance with LGC § 113.022 and CCP § 103.004³.

This report will be submitted to Commissioners' Court on May 14, 2013. Please contact Kristin Bulanek at extension 5408 if you have any questions or comments regarding this report.

Sincerely,

A handwritten signature in black ink, reading "Jeff Modzelewski".

Jeff Modzelewski, CPA
First Assistant in Charge
Director of Accounting

¹ Local Government Code § 115.002. Examination of Books and Reports

(a) The county auditor shall carefully examine and report on all reports that are about the collection of money for the county and that are required to be made to the commissioners court.

(b) At least once each quarter, the county auditor shall check the books and shall examine in detail the reports of the county tax assessor-collector, the county treasurer, and all other officers. The auditor shall verify the footings and the correctness of those books and reports. The auditor shall either stamp the books and reports approved or shall note any differences, errors, or discrepancies.

(c) The auditor shall carefully examine the report made under Section 114.026 by the county treasurer, together with the canceled warrants that have been paid. The auditor shall verify those warrants with the register of warrants issued as shown on the auditor's books.

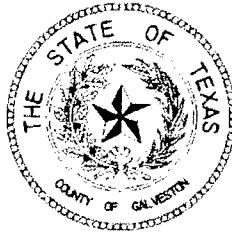
² Local Government Code § 113.022. Time for Making Deposits

(a) A county officer or other person who receives money shall deposit the money with the county treasurer on or before the next regular business day after the date on which the money is received. If this deadline cannot be met, the officer or person must deposit the money, without exception, on or before the fifth business day after the day on which the money is received. However, in a county with fewer than 50,000 inhabitants, the commissioner's court may extend the period during which funds must be deposited with the county treasurer, but the period may not exceed 15 days after the funds are received.

(b) A county treasurer shall deposit the money received under Subsection (a) in the county depository in accordance with Section 116.113 (a). In all cases, the treasurer shall deposit the money on or before the seventh business day after the date the treasurer receives the money.

³ Code of Criminal Procedures Art 103.004[949] [1050] [1015]. Disposition of Collected Money

(a) Except as provided by Subsection (c), an officer who collects recognizance's, bail bonds, fines, forfeitures, judgments', jury fees, and other obligations recovered in the name of the state under any provision of this title shall deposit the money in the County Treasury not later than the next regular business day after the date that the money is collected. If it is not possible for the officer to deposit the money in the County Treasury by that date, the officer shall deposit the money in the County Treasury as soon as possible, but not later than the fifth regular business day after the date that the money is collected.



THE COUNTY OF GALVESTON
COUNTY AUDITOR'S OFFICE
P.O. Box 1418
GALVESTON, TEXAS 77553

Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modzelewski, CPA
First Assistant in Charge
Director of Accounting

LaToya Jordan
First Assistant, IT System

May 2, 2013

Honorable Michael Montez
2516 Texas Avenue
Texas City, Texas 77590

Honorable Michael Montez:

The County Auditor's Office has examined the monthly reports of Constable, Precinct 5 for the months of January 2013 thru March 2013 during April of 2013. The scope of the examination was limited to reviewing the records submitted to this office by Constable, Precinct 5. The objectives of the examination were to verify the mathematical accuracy of the reports¹, to determine if the reports were submitted in a timely manner², and that all funds collected were properly deposited with the County Treasurer.

- The monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC § 115.002.
- The funds collected were properly deposited with the County Treasurer in compliance with LGC § 113.022 and CCP § 103.004³.

This report will be submitted to Commissioners' Court on May 14, 2013. Please contact Kristin Bulanek at extension 5408 if you have any questions or comments regarding this report.

Sincerely,

A handwritten signature in black ink, reading "Jeff Modzelewski".

Jeff Modzelewski, CPA
First Assistant in Charge
Director of Accounting

¹ Local Government Code § 115.002. Examination of Books and Reports

(a) The county auditor shall carefully examine and report on all reports that are about the collection of money for the county and that are required to be made to the commissioners court.

(b) At least once each quarter, the county auditor shall check the books and shall examine in detail the reports of the county tax assessor-collector, the county treasurer, and all other officers. The auditor shall verify the footings and the correctness of those books and reports. The auditor shall either stamp the books and reports approved or shall note any differences, errors, or discrepancies.

(c) The auditor shall carefully examine the report made under Section 114.026 by the county treasurer, together with the canceled warrants that have been paid. The auditor shall verify those warrants with the register of warrants issued as shown on the auditor's books.

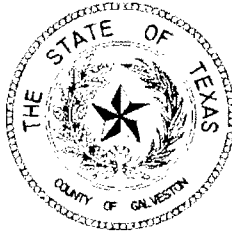
² Local Government Code § 113.022. Time for Making Deposits

(a) A county officer or other person who receives money shall deposit the money with the county treasurer on or before the next regular business day after the date on which the money is received. If this deadline cannot be met, the officer or person must deposit the money, without exception, on or before the fifth business day after the day on which the money is received. However, in a county with fewer than 50,000 inhabitants, the commissioner's court may extend the period during which funds must be deposited with the county treasurer, but the period may not exceed 15 days after the funds are received.

(b) A county treasurer shall deposit the money received under Subsection (a) in the county depository in accordance with Section 116.113 (a). In all cases, the treasurer shall deposit the money on or before the seventh business day after the date the treasurer receives the money.

³ Code of Criminal Procedures Art 103.004[949] [1050] [1015]. Disposition of Collected Money

(a) Except as provided by Subsection (c), an officer who collects recognizance's, bail bonds, fines, forfeitures, judgments', jury fees, and other obligations recovered in the name of the state under any provision of this title shall deposit the money in the County Treasury not later than the next regular business day after the date that the money is collected. If it is not possible for the officer to deposit the money in the County Treasury by that date, the officer shall deposit the money in the County Treasury as soon as possible, but not later than the fifth regular business day after the date that the money is collected.



THE COUNTY OF GALVESTON
COUNTY AUDITOR'S OFFICE
P.O. Box 1418
GALVESTON, TEXAS 77553

Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modzelewski, CPA
First Assistant in Charge
Director of Accounting

LaToya Jordan
First Assistant, IT System

May 2, 2013

Honorable Rick Sharp
P.O. Box 8327
Bacliff, Texas 77518

Honorable Rick Sharp:

The County Auditor's Office has examined the monthly reports of Constable, Precinct 7 for the months of January 2013 thru March 2013 during April of 2013. The scope of the examination was limited to reviewing the records submitted to this office by Constable, Precinct 7. The objectives of the examination were to verify the mathematical accuracy of the reports¹, to determine if the reports were submitted in a timely manner², and that all funds collected were properly deposited with the County Treasurer.

- The monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC § 115.002.
- The funds collected were properly deposited with the County Treasurer in compliance with LGC § 113.022 and CCP § 103.004³.

This report will be submitted to Commissioners' Court on May 14, 2013. Please contact Kristin Bulanek at extension 5408 if you have any questions or comments regarding this report.

Sincerely,

A handwritten signature in black ink, reading "Jeff Modzelewski".

Jeff Modzelewski, CPA
First Assistant in Charge
Director of Accounting

¹ Local Government Code § 115.002. Examination of Books and Reports

(a) The county auditor shall carefully examine and report on all reports that are about the collection of money for the county and that are required to be made to the commissioners court.

(b) At least once each quarter, the county auditor shall check the books and shall examine in detail the reports of the county tax assessor-collector, the county treasurer, and all other officers. The auditor shall verify the footings and the correctness of those books and reports. The auditor shall either stamp the books and reports approved or shall note any differences, errors, or discrepancies.

(c) The auditor shall carefully examine the report made under Section 114.026 by the county treasurer, together with the canceled warrants that have been paid. The auditor shall verify those warrants with the register of warrants issued as shown on the auditor's books.

² Local Government Code § 113.022. Time for Making Deposits

(a) A county officer or other person who receives money shall deposit the money with the county treasurer on or before the next regular business day after the date on which the money is received. If this deadline cannot be met, the officer or person must deposit the money, without exception, on or before the fifth business day after the day on which the money is received. However, in a county with fewer than 50,000 inhabitants, the commissioner's court may extend the period during which funds must be deposited with the county treasurer, but the period may not exceed 15 days after the funds are received.

(b) A county treasurer shall deposit the money received under Subsection (a) in the county depository in accordance with Section 116.113 (a). In all cases, the treasurer shall deposit the money on or before the seventh business day after the date the treasurer receives the money.

³ Code of Criminal Procedures Art 103.004. Disposition of Collected Money

(a) Except as provided by Subsection (c), an officer who collects recognizance's, bail bonds, fines, forfeitures, judgments', jury fees, and other obligations recovered in the name of the state under any provision of this title shall deposit the money in the County Treasury not later than the next regular business day after the date that the money is collected. If it is not possible for the officer to deposit the money in the County Treasury by that date, the officer shall deposit the money in the County Treasury as soon as possible, but not later than the fifth regular business day after the date that the money is collected.

AGENDA ITEM #1.e.

GALVESTON COUNTY, TEXAS

**CONDENSED CONDITION OF FUNDS STATEMENT
AT January 31, 2013 (in 000's)**

	Annually-Budgeted Funds		All Other Funds
	General Fund	Other Funds	
Assets and Other Debits			
Cash and Equivalents	\$ 75,089	\$ 58,898	\$ 56,530
Investments	-	-	8,125
Receivables, Net	44,742	14,643	17,923
Capital Assets	-	-	465,393
Other Assets	198	835	1,052
Other Debits	-	-	328,968
Total Assets and Other Debits	\$ 120,029	\$ 74,376	\$ 877,991
Liabilities, Equity and Other Credits			
Liabilities:			
Accounts and Other Payables	\$ 2,588	\$ 3,216	\$ 6,178
Other Liabilities	10,429	2,922	5,596
Payable - Restricted Assets	316	36	19,308
Bonds and Long-Term Payables	-	-	328,968
Total Liabilities	13,333	6,174	360,050
Equity	106,696	68,202	52,548
Other Credits	-	-	465,393
Total Liabilities, Equity and Other Credits	\$ 120,029	\$ 74,376	\$ 877,991

**CONDENSED BUDGET STATEMENT
AT January 31, 2013 (in 000's)**

	Annually-Budgeted Funds				All Other
	General Fund		Other Funds		Funds
	Budget	Actuals	Budget	Actuals	Actuals
Revenues and Sources	\$ 117,152	\$ 99,964	\$ 70,414	\$ 40,853	\$ 2,795
Expenditures and Uses	136,148	36,459	96,046	12,712	12,711
Net	(18,996)	63,505	(25,632)	28,141	(9,916)
Equity & Other Credits, Beginning of Year	43,191	43,191	40,061	40,061	527,857
Residual Equity Transfers In	-	-	-	-	-
Residual Equity Transfers Out	-	-	-	-	-
Equity & Other Credits, End of Year	\$ 24,195	\$ 106,696	\$ 14,429	\$ 68,202	\$ 517,941

Amounts are expressed in thousands of dollars.

This data is unaudited and is presented pursuant to Texas Local Government Code §114.023.

Galveston County Auditor, P.O. Box 1418, Galveston, Texas 77553-1418.

Detailed financial information is available on our Internet web site

<http://www.co.galveston.tx.us/auditor/auditorsoffice/>,

at the County Auditor's Office at 722 Moody, 4th Floor, Galveston, Texas, 77550.

9

AGENDA ITEM #1.f.

GALVESTON COUNTY, TEXAS

**CONDENSED CONDITION OF FUNDS STATEMENT
AT February 28, 2013 (in 000's)**

	Annually-Budgeted Funds		All Other Funds
	General Fund	Other Funds	
Assets and Other Debits			
Cash and Equivalents	\$ 96,740	\$ 43,745	\$ 57,115
Investments	-	-	8,125
Receivables, Net	17,173	5,000	16,525
Capital Assets	-	-	465,393
Other Assets	198	835	1,052
Other Debits	-	-	328,968
Total Assets and Other Debits	\$ 114,112	\$ 49,580	\$ 877,178
Liabilities, Equity and Other Credits			
Liabilities:			
Accounts and Other Payables	\$ 2,119	\$ 3,156	\$ 6,014
Other Liabilities	10,143	2,832	5,419
Payable - Restricted Assets	332	36	19,634
Bonds and Long-Term Payables	-	-	328,968
Total Liabilities	12,594	6,024	360,035
Equity	101,518	43,555	51,750
Other Credits	-	-	465,393
Total Liabilities, Equity and Other Credits	\$ 114,112	\$ 49,580	\$ 877,178

**CONDENSED BUDGET STATEMENT
AT February 28, 2013 (in 000's)**

	Annually-Budgeted Funds				All Other Funds
	General Fund		Other Funds		
	Budget	Actuals	Budget	Actuals	
Revenues and Sources	\$ 117,152	\$ 101,369	\$ 70,414	\$ 42,847	\$ 4,453
Expenditures and Uses	136,148	43,042	96,046	39,353	15,166
Net	(18,996)	58,327	(25,632)	3,494	(10,713)
Equity & Other Credits, Beginning of Year	43,191	43,191	40,061	40,061	527,857
Residual Equity Transfers In	-	-	-	-	-
Residual Equity Transfers Out	-	-	-	-	-
Equity & Other Credits, End of Year	\$ 24,195	\$ 101,518	\$ 14,429	\$ 43,555	\$ 517,143

Amounts are expressed in thousands of dollars.

This data is unaudited and is presented pursuant to Texas Local Government Code §114.023.

Galveston County Auditor, P.O. Box 1418, Galveston, Texas 77553-1418.

Detailed financial information is available on our Internet web site

<http://www.co.galveston.tx.us/auditor/auditorsoffice/>

at the County Auditor's Office at 722 Moody, 4th Floor, Galveston, Texas, 77550.

AGENDA ITEM #2.



COUNTY of GALVESTON HUMAN RESOURCES

Katherine Branch
Assistant HR Director

Sandra Hernandez
Senior HR Analyst

Corey Jannett
Senior HR Analyst

Nicole White
HR Assistant

April 29, 2013

To: Dianna Martinez

From: Kathy Branch

Re: Commissioners' Court Agenda Item-Summary of Bi-Weekly Personnel Movements

Please submit the following item for the May 14, 2013 Commissioners' Court Agenda.

Receive and file Summary of Bi-Weekly Personnel Movements pay period #9, April 11-24, 2013 submitted by Human Resources

Summary of Bi-Weekly Personnel Movements

Pay Period #9: April 11-24, 2013

Department	Positions Budgeted	Current Appointments					Total	Current Movements						Total	Current Separations					Total
		FT	HT	PT	HR	Res		Promo	Reclass	Reassign	Trans	Sal Adj	Demote		Vol	Invol	Retire	Death	Other	
General Government	1.00						0												0	
Facilities	19.0						0												0	
Professional Services	6.0						0												0	
Road District #1	5.0						0												0	
County Judge	4.0						0												0	
County Commissioners	8.0						0												0	
Tax Office	51.5						0												0	
County Auditor	33.0	2					2												0	
County Clerk	43.0	1					1	1											0	
County Clerk Records Mgmt	2.0						0												0	
County Clerk Records Archives	6.0						0												0	
County Clerk Elections	5.0						0												0	
Purchasing Agent	8.0						0												0	
County Treasurer	7.0						0												0	
Veterans Service	3.0						0												0	
Human Resources	3.0						0												0	
County Legal	5.0						0												0	
Justice Administration	6.0						0												0	
District Courts	19.0						0												0	
County Courts	9.0						0												0	
County Probate Court	6.0						0												0	
Justice Courts	44.0						0												0	
District Clerk	50.0						0												0	
District Attorney/Jury & Trial	75.0						0	4		5				9	1				1	
Pre-Trial Release	7.0						0							0					0	
Sheriff	516.0			1			1	1			1			2	1				1	
Constables	46.0						0							0					0	
Social Services	12.0						0							0					0	
Child Welfare	1.0						0							0					0	
Emergency Management	6.0						0							0					0	
Extension Services	9.0						0							0					0	
County Engineer	7.0						0							0					0	
Building Inspector	2.0						0							0					0	
Community Services	3.0						0							0					0	
Information Technology	49.0						0							0					0	
County Parks and Senior Services	68.0	1			2		3	1						1					0	
Museum	2.0						0							0					0	
Road & Bridge/Drainage/Beach	72.0						0							0					0	
County Health District	1.0						0							0					0	
Law Library	1.0						0							0					0	
Juvenile Probation	68.0						0							0					0	
Mosquito Control	13.0						0							0	1				1	
Right of Way	1.0						0							0					0	
Seawall Maintenance	6.0						0							0					0	
Housing & Economic Dev	6.0						0							0					0	
Adult Probation	45.0						0							0	1				1	
Grand Total	1362.5	4	0	1	2	0	7	7	0	5	1	0	0	13	3	0	0	0	4	
Job Applications Received	96																			

04/26/2013 12:02:28

Galv Cnty Production

Galveston County Human Resources Department

Page 1

Employee Pay Assignment Changes for Payroll Period : 4/11/2013 thru 4/24/2013

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
114000	County Clerk	GOODALL, LAUREN Y	FTBE	10 DEPUTY COUNTY CLERK	4/15/2013		10A1	\$28,055	1,079.05 B	APPOINTMENT
114000	County Clerk	KINARD, SARAH E	FTBE	23 COURT CLERK	4/15/2013		11A1	\$29,475	1,133.68 B	PROMOTION
114030	Election Expense	MENOTTI, LINDA	PTBL	500 ELECTION WORKER-TEMP	4/11/2013		0000	\$10,400	10.00 H	APPOINTMENT
123800	Justice Court Pet #8-2 -	COPLEY, CHERYL A	FTBE	2 VAC FY13-SR DEP COURT CLK		4/11/2013	12F1	\$35,037	1,347.59 B	TERMINATION
127100	District Attorney	ALFRED, TIFFANY M	FTBE	53 SENIOR ASST DIST ATTORNEY	4/15/2013		23C1	\$64,957	2,498.36 B	PROMOTION
127100	District Attorney	CANTRELL-AVLOES,	FTBE	21 ASSISTANT DISTRICT ATTORNEY	4/15/2013		22A1	\$56,012	2,154.32 B	REASSIGNMENT
127100	District Attorney	GILMORE, GINA S	FTBE	83 ASSISTANT DISTRICT ATTORNEY	4/15/2013		22C1	\$58,848	2,263.39 B	PROMOTION
127100	District Attorney	GLENN, KRISTENA A	FTBE	16 SENIOR ASST DIST ATTORNEY	4/22/2013		23C1	\$64,957	2,498.36 B	REASSIGNMENT
127100	District Attorney	HENDERSON,	FTBE	80 ASSISTANT DISTRICT ATTORNEY	4/15/2013		22A1	\$56,012	2,154.32 B	REASSIGNMENT
127100	District Attorney	JONES, MEGAN S	FTBE	84 ASSISTANT DISTRICT ATTORNEY	4/15/2013		22C1	\$58,848	2,263.39 B	PROMOTION
127100	District Attorney	MACLEOD, RYAN S	FTBE	89 SENIOR ASST DIST ATTORNEY	4/15/2013		22C1	\$58,848	2,263.39 B	REASSIGNMENT
127100	District Attorney	SHAWHAN, MATTHEW M	FTBE	12 SENIOR ASST DIST ATTORNEY	4/15/2013		23C1	\$64,957	2,498.36 B	REASSIGNMENT
127100	District Attorney	STABE, JENNIFER C	FTBE	90 SENIOR ASST		4/12/2013	23C1	\$64,957	2,498.36 B	TERMINATION
127100	District Attorney	TAYLOR, EMILY W	FTBE	13 ASSISTANT DISTRICT ATTORNEY	4/15/2013		22A1	\$56,012	2,154.32 B	APPOINTMENT
127100	District Attorney	VII, VIKRAM	FTBE	90 SENIOR ASST	4/15/2013		23C1	\$64,957	2,498.36 B	PROMOTION
151300	County Auditor	GUSS, JORDAN A	FTBE	18 INTERNAL AUDITOR II	4/22/2013		17A1	\$39,641	1,524.67 B	APPOINTMENT
151300	County Auditor	MENDOZA, CRISTINA	FTBE	54 ACCOUNTS PAYABLE	4/22/2013		12A1	\$30,967	1,191.07 B	APPOINTMENT
211133	Corrections-Sheriff	HUNTER, CHRISTINA J	FTBE	234 DEPUTY II	4/16/2013		14G1	\$39,641	1,524.67 B	CAREER LADDER
211133	Corrections-Sheriff	ROUGEAU, ANGELA L	FTBE	63 DEPUTY I	4/14/2013		13D1	\$35,037	1,347.59 B	
211133	Corrections-Sheriff	VILLARREAL, JOSEPH A	FTBE	85 ENTRY LEVEL		4/11/2013	12D1	\$33,349	1,282.66 B	TERMINATION
211143	Patrol Division	HERNDON, JAMES B	FTBE	88 DEPUTY V	4/11/2013		17J1	\$49,506	1,904.11 B	TRANSFER
211143	Patrol Division	DUNHAM, GARRETT W	PTNS	35 DEPUTY, PART-TIME	4/11/2013		0000	\$1,525	58.67 B	APPOINTMENT
251111	Special Substance Abuse	SKUJCA, RICHARD G	FTBE	38 PROBATION OFFICER		4/18/2013	0000	\$39,310	1,511.96 B	TERMINATION
411100	Mosquito Control District	RAMOS, GERALD J	FTBE	7 SPRAY OPERATOR		4/12/2013	10A1	\$28,055	1,079.05 B	TERMINATION
522020	Parks Division	JOHNSON, THOMAS L	FTBE	23 SENIOR PARKS MAINT WORKER	4/22/2013		10A1	\$28,055	1,079.05 B	PROMOTION

HRB_PAYAS_PERIOD | Sandra Hernandez | Pay Assignments for Pay Period

* Rate Type: H = Hourly; B = Biweekly Salary

04/26/2013 12:02:28

Galv Cnty Production

Galveston County Human Resources Department

Page 2

Employee Pay Assignment Changes for Payroll Period : 4/1/2013 thru 4/24/2013

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
522020	Parks Division	WILLIAMS, JOHN O	FTBE	2 PARK PLANNING AND NATL RESR/22/2013	4/1/2013	4/16/2013	22E1	\$61,827	2,377.97 B	APPOINTMENT
522020	Parks Division	FOBBS, DONNIE L	PTNH	504 PARK AIDE SEASONAL	4/1/2013	4/16/2013	02C1	\$9,932	9.55 H	APPOINTMENT
522042	Beach Maintenance	BERGT, JUDY R	PTNH	501 PARK AIDE SEASONAL	4/15/2013		02A1	\$9,453	9.09 H	APPOINTMENT

AGENDA ITEM #3.



COUNTY of GALVESTON HUMAN RESOURCES

Katherine Branch
Assistant HR Director

Sandra Hernandez
Senior HR Analyst

Corey Jannett
Senior HR Analyst

Nicole White
HR Assistant

April 29, 2013

To: Dianna Martinez

From: Kathy Branch

Re: Commissioners' Court Agenda Item-Exemption to the 4 Pay Period Mandatory Vacancy Policy

Please submit the following item for the May 14, 2013 Commissioners' Court Agenda.

Consideration of approving exemption to the 4 pay period mandatory vacancy policy for Surveillance
Inspector-Mosquito Control (Psn #9) submitted by Human Resources

REQUEST FOR EXEMPTION TO 4 PAY PERIOD MANDATORY VACANCY POLICY

Date: 4-29-13 DEPARTMENT REQUESTING EXEMPTION: Mosquito Control

DATE JOB VACANT: 4-12-13 4PP END DATE: 6-20-13 DATE NEED FILLED: asap

JOB TITLE Surveillance Inspector POSITION # 9

JOB POSTED Y CANDIDATE SELECTED Y BELOW 75% N PROMOTION N PC _____

BUDGETED POSITION Y SALARY GRADE-STEP _____ SALARY \$ _____ GRANT FUNDED _____

CREATED POSITION N JOB DESCRIPTION ATTACHED Y

BRIEF SUMMARY OF JOB Performs mosquito Surveillance

JUSTIFICATION FOR EXEMPTION mosquito season

CAN OVERTIME FILL THIS SPOT WITHOUT HIRING ADDITIONAL EMPLOYEE? N IF Y, HOW MUCH WOULD THE OVERTIME COST? \$ _____

DO YOU ATTEST THAT YOU CANNOT DISTRIBUTE THESE RESPONSIBILITIES WITH CURRENT EMPLOYEES, MAKING THE ADDITIONAL HIRE NECESSARY? Y

RECOMMENDATION TO GRANT EXEMPTION REQUEST FROM HR DIRECTOR

RECOMMENDED _____ NOT RECOMMENDED _____

REASON NOT RECOMMENDED _____

SUBMITTED FOR AGENDA ☒ DATE ON AGENDA 5-14-13

APPROVED _____

DOCUMENT ATTACHED : AGENDA AND BUDGET AMENDMENT

PARTIES CONTACTED TO APPEAR TO DISCUSS JUSTIFICATION FOR EXEMPTION IN CC? Y

WHO WILL APPEAR Connie Nicklson

Branch, Katherine

From: Nicholson, Connie
Sent: Friday, April 26, 2013 9:30 AM
To: Branch, Katherine
Cc: Elmore, Gerrie; Marshall, John
Subject: 4 pay period exemption

Kathy,

Mosquito Control needs to request a 4 Pay period exemption for position #4111000009. This position was vacated 4/12/2013. Can you please place this on the next available agenda. Thank you for your help.

Connie A. Nicholson

Director of Community Services

County of Galveston

722 Moody, 5th Floor

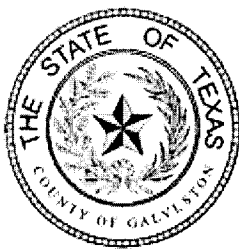
Galveston, Texas 77550

(409) 770-5543 desk

(409) 682-3139 cell

(409) 766-4551 fax

connie.nicholson@co.galveston.tx.us



Surveillance Inspector

Mosquito Control

JOB SUMMARY

This position is responsible for performing mosquito surveillance duties.

ESSENTIAL JOB FUNCTIONS

- Collects mosquito larvae to determine species and predict hatches.
- Traps mosquitoes to determine species and detect viral infections.
- Collects blood samples from chickens to detect mosquito-borne viral infections.
- Records landing rates of mosquitoes to determine population size.
- Treats ditches and low lying areas with pesticide.
- Calibrates larvicide units.
- Maintains surveillance equipment on surveillance truck.
- Assists in the maintenance of department grounds and facilities.
- Assists in the maintenance of department vehicles and equipment.
- Able to report regularly for work and be on time.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of mosquito control principles and practices.
- Knowledge of county roads and geography.
- Knowledge of map reading.
- Knowledge of mosquito diseases, life cycles and patterns of behavior.
- Skill in the operation of assigned vehicles and equipment.
- Skill in the collection of mosquito and mosquito larvae.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Surveillance Supervisor assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

GUIDELINES

Guidelines include pesticide licensing regulations and vehicle and equipment operating and maintenance instructions. These guidelines require judgment, selection and interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of related mosquito surveillance operations. Heavy traffic and inclement weather contribute to the complexity of the position.
- The purpose of this position is to participate in mosquito surveillance activities. Success in this position contributes to a reduction in the mosquito population and in the related spread of disease.

CONTACTS

- Contacts are typically with co-workers, other county personnel and members of the general public.
- Contacts are typically to provide services, to give or exchange information, or to resolve problems.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while operating a vehicle or while sitting, standing, walking, bending, crouching or stooping. The employee frequently lifts light and heavy objects, climbs ladders, and uses tools or equipment requiring a high degree of dexterity.
- The work is typically performed in an office, in a vehicle and outdoors. The employee is exposed to machinery with moving parts and to irritating chemicals. The work requires the use of protective devices such as masks, goggles, gloves, etc.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.
- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years.
- Possession or ability to readily obtain a valid driver's license issued by the State of Texas for the type of vehicle or equipment operated.
- Possession of or ability to readily obtain a Texas Department of Agriculture non-commercial pesticide license.

PAY GRADE AND FLSA STATUS

- Pay Grade: 10 FLSA Status: Non-exempt
- Date Created: _____ Approved by: _____
- Date Revised: _____ Approved by: _____

JOB DESCRIPTION CERTIFICATION

I certify that I have read and understand this job description and that it is an accurate description of my work.

Employee's Signature	Print Name	Date
----------------------	------------	------

I certify that I have read and understand this job description and that it is an accurate description of this employee's work.

Supervisor's Signature	Print Name	Date
------------------------	------------	------

Galveston County will provide equal employment opportunity for all qualified applicants and current employees without regard to race, color, religion, ancestry or national origin, genetic information, disability, Vietnam era and disabled veteran status, age or sex (except where age or sex is a bona-fide occupational qualification), and marital status in human resources matters, including recruitment and hiring, training, promotion, salaries and other compensation, transfer and lay off or termination. In the implementation of this policy, we will actively seek persons for all job levels within the organization and outside the organization through promotions and recruitment from all races and genders. In addition to these protected categories, Galveston County complies with the anti-discrimination statutes in each of the localities in which it operates. Galveston County recognizes its duty to comply with the American with Disabilities Act and when applicable, the Rehabilitation Act of 1973. Contact the Human Resources Department with questions regarding ADA accommodations or discrimination issues at (409) 770-5418.

AGENDA ITEM #4.



COUNTY of GALVESTON

HUMAN RESOURCES

Katherine Branch
Assistant HR Director

Sandra Hernandez
Senior HR Analyst

Corey Jannett
Senior HR Analyst

Nicole White
HR Assistant

April 29, 2013

To: Dianna Martinez

From: Kathy Branch

Re: Commissioners' Court Agenda Item-Exemption to the 4 Pay Period Mandatory Vacancy Policy

Please submit the following item for the May 14, 2013 Commissioners' Court Agenda.

Consideration of approving exemption to the 4 pay period mandatory vacancy policy for Facilities Maintenance Mechanic I (Psn #19) submitted by Human Resources

REQUEST FOR EXEMPTION TO 4 PAY PERIOD MANDATORY VACANCY POLICY

Date: 4-29-13 DEPARTMENT REQUESTING EXEMPTION: Facilities

DATE JOB VACANT: 3-28-13 APP END DATE: 5-23-13 DATE NEED FILLED: ASAP

JOB TITLE Facilities Maintenance Mechanic I POSITION # 19

JOB POSTED Y CANDIDATE SELECTED Y BELOW 75% No PROMOTION No PC

BUDGETED POSITION Y SALARY GRADE-STEP 12A SALARY \$ 30,968 GRANT FUNDED N

CREATED POSITION N JOB DESCRIPTION ATTACHED Y

BRIEF SUMMARY OF JOB Assists with maintenance of facilities & mechanical systems.

JUSTIFICATION FOR EXEMPTION Hurricane Season approaching.

CAN OVERTIME FILL THIS SPOT WITHOUT HIRING ADDITIONAL EMPLOYEE? N IF Y, HOW MUCH WOULD THE OVERTIME COST? \$

DO YOU ATTEST THAT YOU CANNOT DISTRIBUTE THESE RESPONSIBILITIES WITH CURRENT EMPLOYEES, MAKING THE ADDITIONAL HIRE NECESSARY? Y

RECOMMENDATION TO GRANT EXEMPTION REQUEST FROM HR DIRECTOR

RECOMMENDED NOT RECOMMENDED

REASON NOT RECOMMENDED

SUBMITTED FOR AGENDA Y DATE ON AGENDA 5-14-13

APPROVED

DOCUMENT ATTACHED : AGENDA AND BUDGET AMENDMENT

PARTIES CONTACTED TO APPEAR TO DISCUSS JUSTIFICATION FOR EXEMPTION IN CC? Y

WHO WILL APPEAR Charles Kenworthy

Branch, Katherine

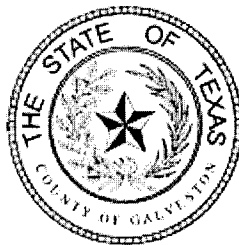
From: Kenworthy, Charles
Sent: Monday, April 29, 2013 9:19 AM
To: Branch, Katherine
Cc: Bell, Mike J.
Subject: Pay Period Exemption Request

Kathy,

Can you put on the next available court agenda a pay period exemption request for a Maintenance Mechanic I? With the Hurricane season rapidly approaching, I need to start this individual quickly so he may become familiar with our facilities and mechanical systems.

Thanks,

Charles Kenworthy
Facilities Manager
County of Galveston
722 Moody
Galveston, Texas, 77550
(409) 766-2385 Direct
(409) 789-7463 Mobile
charles.kenworthy@co.galveston.tx.us



Facilities Maintenance Mechanic I

Facilities Services

JOB SUMMARY

This position is responsible for assisting in the maintenance of county facilities and related systems.

ESSENTIAL JOB FUNCTIONS

- Replaces lighting ballasts and bulbs.
- Replaces or repairs security cameras.
- Maintains and repairs security door locks.
- Maintains smoke alarms.
- Troubleshoots and repairs electrical malfunctions.
- Repairs plumbing systems, including sump pumps, fountain pump motors, and landscape irrigation.
- Maintains and repairs HVAC systems.
- Repairs bathroom fixtures.
- Provides building and property access for sub-contractors.
- Delivers building supplies, bathroom and office items, interoffice memoranda, and keys.
- Maintains common work area; maintains tools and equipment.
- Able to report regularly for work and be on time.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of building maintenance policies and procedures.
- Knowledge of HVAC, plumbing and electrical system installation, repair and maintenance procedures.
- Skill in the use of hand and power tools.
- Skill in the maintenance of assigned tools and equipment.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Facilities Manager assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

GUIDELINES

Guidelines include county and department policies and procedures. These guidelines are generally clear and specific, but may require some interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of related facilities maintenance duties. The variety of systems to be maintained contributes to the complexity of the position.
- The purpose of this position is to assist in the maintenance of county facilities. Success in this position contributes to safe and well maintained facilities.

CONTACTS

- Contacts are typically with co-workers, other county personnel, vendors, contractors, and members of the general public.
- Contacts are typically to provide services, to give or exchange information, and to resolve problems.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while intermittently sitting, standing, stooping, walking, bending or crouching. The employee frequently lifts light and heavy objects, climbs ladders and uses tools or equipment requiring a high degree of dexterity.
- The work is typically performed in an office and outdoors, occasionally in cold or inclement weather. The employee is exposed to machinery with moving parts. The work requires the use of protective devices such as masks, goggles, gloves, etc.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.
- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years.
- Possession or ability to readily obtain a valid driver's license issued by the State of Texas for the type of vehicle or equipment operated.

PAY GRADE AND FLSA STATUS

- Pay Grade: 12 FLSA Status: Non-exempt
- Date Created: _____ Approved by: _____
- Date Revised: _____ Approved by: _____

JOB DESCRIPTION CERTIFICATION

I certify that I have read and understand this job description and that it is an accurate description of my work.

_____ Employee's Signature	_____ Print Name	_____ Date
-------------------------------	---------------------	---------------

I certify that I have read and understand this job description and that it is an accurate description of this employee's work.

_____ Supervisor's Signature	_____ Print Name	_____ Date
---------------------------------	---------------------	---------------

Galveston County will provide equal employment opportunity for all qualified applicants and current employees without regard to race, color, religion, ancestry or national origin, genetic information, disability, Vietnam era and disabled veteran status, age or sex (except where age or sex is a bona-fide occupational qualification), and marital status in human resources matters, including recruitment and hiring, training, promotion, salaries and other compensation, transfer and lay off or termination. In the implementation of this policy, we will actively seek persons for all job levels within the organization and outside the organization through promotions and recruitment from all races and genders. In addition to these protected categories, Galveston County complies with the anti-discrimination statutes in each of the localities in which it operates. Galveston County recognizes its duty to comply with the American with Disabilities Act and when applicable, the Rehabilitation Act of 1973. Contact the Human Resources Department with questions regarding ADA accommodations or discrimination issues at (409) 770-5418.

AGENDA ITEM #5.



STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

RECEIVED
APR 25 2013

577 N. Garden Ridge Blvd
Lewisville, TX 75067-2691

GALVESTON COUNTY JUDGE

April 22, 2013

Honorable Judge Mark Henry
722 Moody,
2nd Floor
Galveston, TX 77550

County: **Galveston**

Honorable Judge Mark Henry:

As required in House Bill 3059, Section 366.005, Texas-New Mexico Power Company is providing new utility service connections for counties you represent.

Any questions please contact Lyn Sekiguchi at 469-484-8581.

Sincerely,

A handwritten signature in black ink, appearing to read "Stacy R. Whitehurst". The signature is fluid and cursive, with the first name "Stacy" being the most prominent.

Stacy R. Whitehurst

Enclosure

SRW/ls

County: GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
2209 NICHOLS	DICKINSON TX 77539	16-APR-2013	583575
125 SACAJAWEA DR	LA MARQUE TX 77568	19-APR-2013	583663
N 715 WILLOW ST	TEXAS CITY TX 77591	18-APR-2013	583659
2313 HAMILTON POOL LN	FRIENDSWOOD TX 77546	16-APR-2013	583580
2315 HAMILTON POOL LN	FRIENDSWOOD TX 77546	16-APR-2013	583581
2317 HAMILTON POOL LN	FRIENDSWOOD TX 77546	16-APR-2013	583582
2319 HAMILTON POOL LN	FRIENDSWOOD TX 77546	16-APR-2013	583583
2323 HAMILTON POOL LN	FRIENDSWOOD TX 77546	16-APR-2013	583584
2325 HAMILTON POOL LN	FRIENDSWOOD TX 77546	16-APR-2013	583585
2330 HAMILTON POOL LN	FRIENDSWOOD TX 77546	16-APR-2013	583586
2324 HAMILTON POOL LN	FRIENDSWOOD TX 77546	16-APR-2013	583588
2322 HAMILTON POOL LN	FRIENDSWOOD TX 77546	16-APR-2013	583589
2316 DOLAN SPRINGS LN	FRIENDSWOOD TX 77546	16-APR-2013	583591
2318 DOLAN SPRINGS LN	FRIENDSWOOD TX 77546	16-APR-2013	583592
2320 DOLAN SPRINGS LN	FRIENDSWOOD TX 77546	16-APR-2013	583593
2322 DOLAN SPRINGS LN	FRIENDSWOOD TX 77546	16-APR-2013	583594
1104 PARKERS CREEK LN	FRIENDSWOOD TX 77546	16-APR-2013	583595
1106 PARKERS CREEK LN	FRIENDSWOOD TX 77546	16-APR-2013	583596
1108 PARKERS CREEK LN	FRIENDSWOOD TX 77546	16-APR-2013	583597
1110 PARKERS CREEK LN	FRIENDSWOOD TX 77546	16-APR-2013	583598
1112 PARKERS CREEK LN	FRIENDSWOOD TX 77546	16-APR-2013	583599
2323 DAREN SPRINGS LN	FRIENDSWOOD TX 77546	16-APR-2013	583600
2327 DAREN SPRINGS LN	FRIENDSWOOD TX 77546	16-APR-2013	583601
2329 DAREN SPRINGS LN	FRIENDSWOOD TX 77546	16-APR-2013	583602
2320 DAREN SPRINGS LN	FRIENDSWOOD TX 77546	16-APR-2013	583604
2322 DAREN SPRINGS LN	FRIENDSWOOD TX 77546	16-APR-2013	583605
2324 DAREN SPRINGS LN	FRIENDSWOOD TX 77546	16-APR-2013	583606

County: GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
2326 DAREN SPRINGS LN	FRIENDSWOOD TX 77546	16-APR-2013	583607
1127 BARILLOS CREEK LN	FRIENDSWOOD TX 77546	16-APR-2013	583608
1125 BARILLOS CREEK LN	FRIENDSWOOD TX 77546	16-APR-2013	583609
1123 BARILLOS CREEK LN	FRIENDSWOOD TX 77546	16-APR-2013	583610
1117 BARILLOS CREEK LN	FRIENDSWOOD TX 77546	16-APR-2013	583611
1115 BARILLOS CREEK LN	FRIENDSWOOD TX 77546	16-APR-2013	583612
1103 HANCOCK SPRINGS LN	FRIENDSWOOD TX 77546	16-APR-2013	583613
1105 HANCOCK SPRINGS LN	FRIENDSWOOD TX 77546	16-APR-2013	583614
1107 HANCOCK SPRINGS LN	FRIENDSWOOD TX 77546	16-APR-2013	583615
1111 HANCOCK SPRINGS LN	FRIENDSWOOD TX 77546	16-APR-2013	583616
1113 HANCOCK SPRINGS LN	FRIENDSWOOD TX 77546	16-APR-2013	583617
1115 HANCOCK SPRINGS LN	FRIENDSWOOD TX 77546	16-APR-2013	583618
1117 HANCOCK SPRINGS LN	FRIENDSWOOD TX 77546	16-APR-2013	583619
1119 HANCOCK SPRINGS LN	FRIENDSWOOD TX 77546	16-APR-2013	583620
1121 HANCOCK SPRINGS LN	FRIENDSWOOD TX 77546	16-APR-2013	583621
1123 HANCOCK SPRINGS LN	FRIENDSWOOD TX 77546	16-APR-2013	583622
1125 HANCOCK SPRINGS LN	FRIENDSWOOD TX 77546	16-APR-2013	583623
1100 HANCOCK SPRINGS LN	FRIENDSWOOD TX 77546	16-APR-2013	583624
1102 HANCOCK SPRINGS LN	FRIENDSWOOD TX 77546	16-APR-2013	583625
1104 HANCOCK SPRINGS LN	FRIENDSWOOD TX 77546	16-APR-2013	583626
1106 HANCOCK SPRINGS LN	FRIENDSWOOD TX 77546	16-APR-2013	583627
1108 HANCOCK SPRINGS LN	FRIENDSWOOD TX 77546	16-APR-2013	583628
1110 HANCOCK SPRINGS LN	FRIENDSWOOD TX 77546	16-APR-2013	583629
1112 HANCOCK SPRINGS LN	FRIENDSWOOD TX 77546	16-APR-2013	583630
1114 HANCOCK SPRINGS LN	FRIENDSWOOD TX 77546	16-APR-2013	583631
1116 HANCOCK SPRINGS LN	FRIENDSWOOD TX 77546	16-APR-2013	583632
1118 HANCOCK SPRINGS LN	FRIENDSWOOD TX 77546	16-APR-2013	583633
1120 HANCOCK SPRINGS LN	FRIENDSWOOD TX 77546	16-APR-2013	583634



STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

577 N. Garden Ridge Blvd
Lewisville, TX 75067-2691

RECEIVED
MAY 01 2013

April 29, 2013

GALVESTON COUNTY JUDGE

Honorable Judge Mark Henry
722 Moody,
2nd Floor
Galveston, TX 77550

County: **Galveston**

Honorable Judge Henry:

As required in House Bill 3059, Section 366.005, Texas-New Mexico Power Company is providing new utility service connections for counties you represent.

Any questions please contact Lyn Sekiguchi at 469-484-8581.

Sincerely,

A handwritten signature in black ink, appearing to read "Stacy R. Whitehurst". The signature is fluid and cursive, with the first name "Stacy" being the most prominent.

Stacy R. Whitehurst

Enclosure

SRW/lis

BACU1090
Date: 29-APR-2013

Texas New Mexico Power Company
New Premise Turn-Ons
577 N. Garden Ridge Blvd
Lewisville, Texas 75067
Phone: 972-420-4189

Page: 9

County: GALVESTON

Service Address	City/State/zip	Established Date	Prem Code
5012 BAYOU DR	DICKINSON TX 77539	23-APR-2013	583741
1811 DICKINSON AVE UNIT HP	DICKINSON TX 77539	26-APR-2013	583904
1811 DICKINSON AVE STE C	DICKINSON TX 77539	26-APR-2013	583903
1811 DICKINSON AVE STE B	DICKINSON TX 77539	26-APR-2013	583902
1811 DICKINSON AVE STE A	DICKINSON TX 77539	26-APR-2013	583901
2225 ONYX CT	TEXAS CITY TX 77591	25-APR-2013	583845
2202 ONYX CT	TEXAS CITY TX 77591	25-APR-2013	583844
2815 1/2 HIGHWAY 3 UNIT TRLR	DICKINSON TX 77539	25-APR-2013	583843
5114 ALLEN CAY	TEXAS CITY TX 77590	23-APR-2013	583737
5409 BRIGANTINE CAY CT	TEXAS CITY TX 77590	23-APR-2013	583736
1815 DICKINSON AVE UNIT HP	DICKINSON TX 77539	26-APR-2013	583908
1815 DICKINSON AVE STE C	DICKINSON TX 77539	26-APR-2013	583907
1815 DICKINSON AVE STE B	DICKINSON TX 77539	26-APR-2013	583906
101 HUNTERS LN	FRIENDSWOOD TX 77546	24-APR-2013	583754
2819 PADOVA CT	LEAGUE CITY TX 77573	26-APR-2013	583911
3033 MARINA BAY DR UNIT 230	LEAGUE CITY TX 77573	25-APR-2013	583840
2606 VIRGINIA AVE	LEAGUE CITY TX 77573	25-APR-2013	583842
8101 LOST LN	DICKINSON TX 77539	22-APR-2013	583721
1815 DICKINSON AVE STE A	DICKINSON TX 77539	26-APR-2013	583905

AGENDA ITEM #6.

CITY OF TEXAS CITY, TEXAS

OFFICE OF THE CITY SECRETARY • OFFICE (409) 643-5905 • FAX (409) 945-3001



RECEIVED
APR 25 2013

GALVESTON COUNTY JUDGE

Mayor:
Matthew T. Doyle

Commissioners:
Mike Land
Dee Ann Haney
Dedrick D. Johnson, Sr.
J.W. "Scooter" Wilson, Jr.
Thelma Bowie
Rick Wilkenfeld

April 23, 2013

Galveston County Commissioners Court
County Courthouse
722 Moody
Galveston, TX 77550

Re: City of Texas City – Resolution No. 13-032.

Dear Commissioners:

Enclosed, please find certified copy of the City of Texas City's Resolution No. 13-032 appointing board members to Tax Reinvestment Zone Number One (TIRZ), and the Lago Mar Development Authority.

If you have any questions or concerns, please feel free to contact the City Secretary office at (409) 643-5916.

Sincerely,

Debbie Gurka
Assistant to City Secretary

Enclosure: Resolution No. 13-032

"QPS – Quality Public Service"

STATE OF TEXAS

§
§
§

CERTIFICATE TO COPY OF PUBLIC
RECORD

COUNTY OF GALVESTON

I hereby certify, in the performance of the functions of my office, that the attached instrument is a full, true and correct copy of Resolution No. 13-032 as the same appears of record in my office and that said document is an official record from the public office of the City Secretary of the City of Texas City, Galveston County, State of Texas, and is kept in said office.

I further certify that I am the City Secretary of the City of Texas City and that I have legal custody of said record(s), and that I am a lawful possessor and keeper and have legal custody of the records in said office.

In witness whereof I have hereunto set my hand and affixed the official seal of said office this 17 day of April, 2013.




Signature

Executive Director Management Services / City Secretary
Title

Galveston, Texas
County, State of Texas

RESOLUTION NO. 13-032

A RESOLUTION APPOINTING AND/OR REAPPOINTING BOARD MEMBERS ON THE TAX INCREMENT REINVESTMENT ZONE (TIRZ) NUMBER ONE; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on December 20, 2006, the City Commission adopted Ordinance No. 06-45 creating and designating a reinvestment zone identified as Reinvestment Zone Number One ("Zone");

WHEREAS, on July 18, 2007, the City Commission approved Resolution No. 07-84 creating Lago Mar Development Authority, a local government corporation to aid and assist the City in the promotion of the common good and general welfare of the area in and around Reinvestment Zone Number One; and

WHEREAS, the Board of Directors for the Zone consists of a seven-member panel; and

WHEREAS, according to Article II, Section 1. of the By-Laws of the Lago Mar Development Authority, appointment to the TIRZ Number One Board automatically constitutes appointment to the Lago Mar Development Authority Board; and

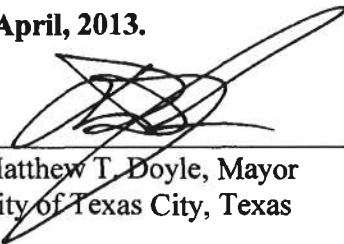
WHEREAS, the City Commission deems it in the best interest of the City to appoint and/or reappoint board members to Tax Reinvestment Zone Number One and Lago Mar Development Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

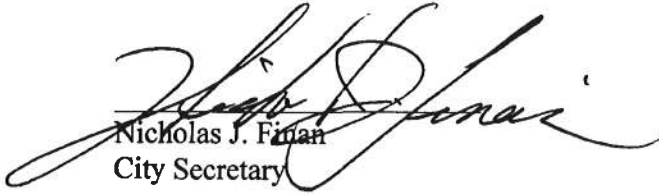
SECTION 1: That the City Commission of the City of Texas City, Texas, hereby appoints and/or reappoints the individuals named on the attached Exhibit "A", for the terms as stated therein.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 17th day of April, 2013.


Matthew T. Doyle, Mayor
City of Texas City, Texas

ATTEST:


Nicholas J. Finan
City Secretary

APPROVED AS TO FORM:

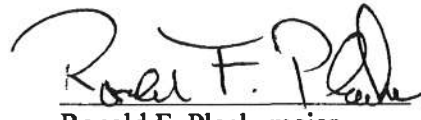

Ronald F. Plackemeier
City Attorney

EXHIBIT "A"

Tax Reinvestment Zone Number One Board of Directors

Position		Term
1 – Chair	Rick Wilkenfeld	04-01-13 thru 09-30-14
2		
3	James Torres	04-01-13 thru 09-30-15
4		
5	Chris Doyle	04-01-13 thru 09-30-15
6		
7 – Galveston County Commissioners' Court	Stephen Holmes	04-01-13 thru 09-30-15

Lago Mar Development Authority Board of Directors

Position		Term
1 – Chair	Rick Wilkenfeld	04-01-13 thru 09-30-14
2		
3	James Torres	04-01-13 thru 09-30-15
4		
5	Chris Doyle	04-01-13 thru 09-30-15
6		
7 – Galveston County Commissioners' Court	Stephen Holmes	04-01-13 thru 09-30-15

AGENDA ITEM #7.



COUNTY OF GALVESTON

On this the 14th day of May, 2013, the Commissioners' Court of the County of Galveston, Texas convened in a regularly scheduled meeting with the following members thereof present:

Mark Henry, County Judge
Ryan Dennard, Commissioner, Precinct No. 1
Kevin O'Brien, Commissioner, Precinct No. 2
Stephen Holmes, Commissioner, Precinct No. 3
Kenneth Clark, Commissioner, Precinct No. 4; and
Dwight Sullivan, County Clerk

When the following proceedings, among others, were had, to-wit:

Resolution Opting Out of the Galveston County Rural Transit District

Whereas, on June 23, 2010, the Commissioners' Court of Galveston County, Texas adopted a Resolution Joining the Galveston County Rural Transit District and Naming a Representative of the Court; and

Whereas, the June 23rd Resolution provided that, by a similar Resolution, the County can "opt" out of the Transit District at any time.

Now therefore be it resolved by the Commissioners' Court of Galveston County, that by approval of this Resolution, the County of Galveston opts out of and disaffirms its membership in the Galveston County Rural Transit District, and instructs Mark Henry, County Judge, to inform the Transit District of Galveston County's withdrawal from that organization and of the termination of his membership in the Governing Body of the Transit District.

Be it further ordered that the Commissioners' Court of the County of Galveston, Texas does hereby resolve that a copy of this Resolution be provided to the cities of Galveston County.

Upon motion duly made and seconded, the above Resolution was unanimously passed on this the 14th day of May, 2013.

The County of Galveston, Texas

Mark Henry
County Judge

Ryan Dennard
Commissioner, Precinct No. 1

Kevin O'Brien
Commissioner, Precinct No. 2

Stephen Holmes
Commissioner, Precinct No. 3

Kenneth Clark
Commissioner, Precinct No. 4

ATTEST:

Dwight Sullivan
County Clerk

AGENDA ITEM #8.a.



Cheryl E. Johnson, RTA

Assessor and Collector of Taxes Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us

May 6, 2013



The Honorable Mark Henry
Galveston County Judge
722 Moody Street
Galveston, Texas 77550

Re: Tax Refunds in Excess of \$2,500.00

Dear Judge Henry:

In accordance with Section 31.11 (a) of the Texas Property Tax Code, I hereby request approval of the following refund (s):

<u>Account Number</u>	<u>Amount</u>	<u>Reason</u>
0180-0012-0000-000	\$5,728.59	Overpayment
0189-0010-0000-000	\$8,229.44	Overpayment
0402-1300-0003-3	\$2,889.24	Duplicate Payment
1301-4400-1003-7	\$7,313.10	Overpayment
1520-0003-0008-000	\$4,580.61	Overpayment
2620-0000-1508-000	\$2,738.37	Overpayment
2960-0001-0016-000	\$4,107.47	Duplicate Payment
2996-0000-0507-000	\$6,160.34	Duplicate Payment
3345-0003-0007-000	\$5,769.59	Duplicate Payment
4424-0009-0200-001	\$8,236.85	Overpayment
4424-0009-0500-001	\$7,961.23	Overpayment
4426-0006-0101-001	\$3,453.24	Overpayment
5110-0006-0000-000	\$3,373.75	Overpayment
5230-0000-0015-000	\$5,484.47	Overpayment
5861-0001-0026-000	\$2,786.95	Overpayment
5911-0001-0003-000	\$5,294.62	Overpayment
6093-0000-0004-000	\$7,795.31	Overpayment
6841-0005-0019-000	\$8,868.01	Duplicate Payment
6868-0002-0007-000	\$4,625.80	Overpayment
7248-3001-0007-000	\$2,895.06	Duplicate Payment
7309-0000-0039-001	\$3,949.96	Duplicate Payment
8600-0408-4665-007	\$34,600.00	Overpayment
8600-0461-5140-005	\$3,542.88	Overpayment
8600-0557-3295-005	\$7,000.00	Overpayment
9000-0004-6035-000	\$4,518.08	Overpayment

Sincerely,


Cheryl E. Johnson

Refunds in Excess of \$2,500.00

Account Number	Amount	Reason
0180-0012-0000-000	\$5,728.59	Overpayment
0189-0010-0000-000	\$8,229.44	Overpayment
0402-1300-0003-3	\$2,889.24	Duplicate Payment
1301-4400-1003-7	\$7,313.10	Overpayment
1520-0003-0008-000	\$4,580.61	Overpayment
2620-0000-1508-000	\$2,738.37	Overpayment
2960-0001-0016-000	\$4,107.47	Duplicate Payment
2996-0000-0507-000	\$6,160.34	Duplicate Payment
3345-0003-0007-000	\$5,769.59	Duplicate Payment
4424-0009-0200-001	\$8,236.85	Overpayment
4424-0009-0500-001	\$7,961.23	Overpayment
4426-0006-0101-001	\$3,453.24	Overpayment
5110-0006-0000-000	\$3,373.75	Overpayment
5230-0000-0015-000	\$5,484.47	Overpayment
5861-0001-0026-000	\$2,786.95	Overpayment
5911-0001-0003-000	\$5,294.62	Overpayment
6093-0000-0004-000	\$7,795.31	Overpayment
6841-0005-0019-000	\$8,868.01	Duplicate Payment
6868-0002-0007-000	\$4,625.80	Overpayment
7248-3001-0007-000	\$2,895.06	Duplicate Payment
7309-0000-0039-001	\$3,949.96	Duplicate Payment
8600-0408-4665-007	\$34,600.00	Overpayment
8600-0461-5140-005	\$3,542.88	Overpayment
8600-0557-3295-005	\$7,000.00	Overpayment
9000-0004-6035-000	\$4,518.08	Overpayment



Cheryl E. Johnson, RTA

Assessor and Collector of Taxes

Galveston County

Galveston County Courthouse

722 Moody Avenue, Galveston, Texas 77550

Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277

Cheryl.E.Johnson@co.galveston.tx.us



May 7, 2013

The Honorable Mark Henry
Galveston County Judge
722 Moody Street
Galveston, Texas 77550

Re: Tax Refunds in Excess of \$2,500.00

Dear Judge Henry:

In accordance with Section 31.11 (a) of the Texas Property Tax Code, I hereby request approval of the following refund (s):

<u>Account Number</u>	<u>Amount</u>	<u>Reason</u>
4019-0000-0007-002	\$13,734.47	Overpayment

Sincerely,

A handwritten signature in cursive script that reads "Cheryl E. Johnson".

Cheryl E. Johnson

Refunds in Excess of \$2,500.00

Account Number	Amount	Reason
4019-0000-0007-002	\$13,734.47	Overpayment



Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us



May 7, 2013

The Honorable Mark Henry
Galveston County Judge
722 Moody Street
Galveston, Texas 77550

Re: Tax Refunds in Excess of \$2,500.00

Dear Judge Henry:

In accordance with Section 31.11 (a) of the Texas Property Tax Code, I hereby request approval of the following refund (s):

<u>Account Number</u>	<u>Amount</u>	<u>Reason</u>
5609-0000-0011-000	\$3,502.34	Supplemental Adjustment

Sincerely,


Cheryl E. Johnson

2012 SUPP#6

Refunds in Excess of \$2,500.00

Account Number	Amount	Reason
5609-0000-0011-000	\$3,502.34	Supplemental Adjustment

AGENDA ITEM #9.



U.S. Department of Justice

Office of Justice Programs

Office for Civil Rights

Washington, D.C. 20531

April 11, 2013

Myrna Reingold
Preparer
Galveston County
Legal Department
County Courthouse
722 Moody 5th Floor
Galveston, Texas 77550

RECEIVED

APR 22 2013
GALVESTON COUNTY
LEGAL DEPARTMENT

Re: EEOP for Galveston County

Dear Ms. Reingold,

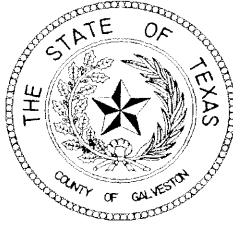
The Office for Civil Rights, Office of Justice Programs, has reviewed and approved the EEOP Short Form that you submitted in accordance with the provisions of your current grant awards. The plan that you submitted conforms to the online Seven-Step Guide to the Design and Development of an Equal Employment Opportunity Plan, which provides the essential information that the Department of Justice requires for our initial screening of your EEOP. The Department of Justice regulations for developing a comprehensive EEOP may be found at 28 CFR § 42.301 *et seq.* Your approved plan is effective for two years from the date of this letter, and satisfies the EEOP requirement for any subsequent grant awards received during the two-year period.

If you have any questions regarding this matter, please contact the Office for Civil Rights at (202) 307-0690.

Sincerely,

Michael L. Alston, Director
Office for Civil Rights

AGENDA ITEM #10.a.



COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

May 7, 2013

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re: Bid #B112016, Chlorpyifos 1.5 Lb/Gal Insecticide

Gentlemen,

The contract associated with Bid #B112016, Chlorpyifos 1.5 Lb/Gal Insecticide is scheduled for its second extension on June 14, 2013. The contracted vendor for this commodity is Univar USA. No amendments to the contract have been requested at this time.

It is requested that you authorize an extension on this contract.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

Attachments



GALVESTON COUNTY MOSQUITO CONTROL DISTRICT

5115 HWY 3

DICKINSON, TEXAS 77539

JOHN G. MARSHALL, JR
DIRECTOR
281-337-4289

ADVISORY BOARD

Jerry Valentine, Chairman
James Frederickson, Vice Chairman
Barbara Hutchinson, Secretary
Leo Bookman
Keith A. Dill

April 22, 2013

Rufus Crowder, CPPO, CPPB
County Purchasing Agent
722 Moody, 5th Floor
Galveston, TX 77553

Re: Bid Extension on 06/14/2013

Mr. Crowder:

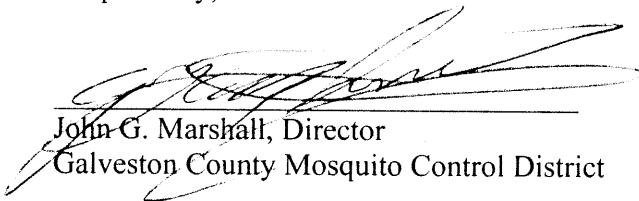
The following listed bid for Mosquito Control insecticides, is scheduled for their second extension on June 14, 2013. It is my request we grant the one year extension to the following vendor.

Bid# B112016 Chlorpyifos 1.5 Lb/Gal Insecticide Univar USA

Should you have any questions or concerns, please do not hesitate to contact me at my office.

Thank you for your assistance in this matter.

Respectfully,



John G. Marshall, Director
Galveston County Mosquito Control District



April 29, 2013

Mr. Rufus Crowder
Galveston County Purchasing Agent
722 Moody, 5th Floor
Galveston, Texas 77550

Dear Mr. Crowder,

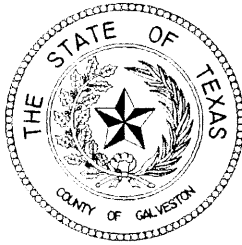
This letter is intended to notify you of our decision to extend the contract (Contract #CM11128) beginning June 14, 2013 through June 13, 2014.

If you have any questions or need additional information, please do not hesitate to contact me.

Regards,

A handwritten signature in cursive script that reads 'Scott Pinkerton'.

Scott Pinkerton
Sales Manager
713-724-2886
Scott.pinkerton@univarusa.com



State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

Contract Number: CM11128

Invitation to Bid Number: BID# B112016 - Chlorpyifos 1.5 LB/Gal Insecticide

Term of Contract: One (1) year with two (2) one (1) year extensions

Initial term (Services): Beginning date of execution of this Contract by latest signatory to sign and terminating June 13, 2012.

Term of Completion (Construction or other time specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

Renewal Options: (if applicable):

Year One:	Yes (X) No ()
Year Two:	Yes (X) No ()
Year Three:	Yes () No (X)
Year Four:	Yes () No (X)

Contractor: UNIVAR USA, Inc.

Awarded as to addendum(s) (if applicable):

Addendum No. 1: () yes () no () n.a.
Addendum No. 2: () yes () no () n.a.
Addendum No. 3: () yes () no () n.a.

Payment Bond Required: () yes (X) no

Performance Bond Required: () yes (X) no

Notice to be Given to:

Galveston County:

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

UNIVAR USA INC
1919 JACINTOPORT Blvd
Houston, TX 77015

County and Contractor agree as follows:

1. **Parts of Contract:** Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.
2. **Contractor Responsibilities:** Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.
3. **Payment for Services:** The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.
4. **Independent Contractor:** None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

5. **Employment Taxes:** Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

6. **Initial Term and Options to Renew:** The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

7. **Cancellation:** County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

8. **Covenant Against Contingent Fees:** Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. **Subcontracting or Assignment:** Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

10. **Novation and Change of Name Agreements:** Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

11. **Force Majeure:** In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

12. **Entirety of Agreement and Modification:** This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

13. **Severability.** If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

14. **Validity/Enforceability:** If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

15. **Governing Law:** This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16. **Benefit:** This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. **Authority to Bind:** The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18. **Immunity Retained:** The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

19. **Meaning of Words:** Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. **Public Information Act:** the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21. **Headings:** The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the 14th day of June, 2011.

Contractor:

UNIVAR USA INC

By:

Larry M. Woodland

Date:

5-23-11

Galveston County

By:

Mark A. Henry
Mark A. Henry, County Judge

Date:

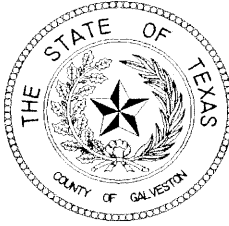
June 14, 2011

Attest:

Dwight Sullivan, County Clerk

By: Brandy Chapman Deputy
Brandy Chapman

AGENDA ITEM #10.b.



COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

May 7, 2013

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re: Bid #B122024, Hot Mix Asphalt

Gentlemen,

The contract associated with Bid #B122024, Hot Mix Asphalt is scheduled for its first extension on July 19, 2013. The contracted vendor for this commodity is Norvarem, S.A.U. dba Southern Crushed Concrete, LLC. No amendments to the contract have been requested at this time.

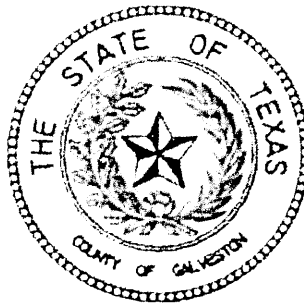
It is requested that you authorize an extension on this contract.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

Attachments



The County of Galveston
ROAD & BRIDGE DEPARTMENT
5115 Highway 3
Dickinson, Texas 77539

Layne Harding
Road Administrator

Office 281/534-4152
Facsimile 409/765-3247

Date: April 29, 2013

To: Rufus Crowder
Purchasing Agent

From: Layne Harding *L.H.*
Road Administrator

Re: **Bid #B122024 – Hot Mix Asphalt**

In reference to the above bid for hot mix asphalt, I recommend a one year extension to Norvarem, S.A.U. - Southern Crushed Concrete, LLC. This would be contingent upon no price increase for the second year of this contract from the vendor.

Thank you.

LH/djs

SCC ASPHALT

Southern Crushed Concrete

14329 CHRISMAN RD.
HOUSTON, TEXAS 77039
PH. 281-987-8789 FAX 281-987-8791

May 6, 2013

Rufus Crowder, CPPB
Galveston County Purchasing Agent
County of Galveston
722 Moody
Fifth (5th) Floor
Galveston, TX 77550

Re: Bid#: B122024, Hot Mix Asphalt
Contract #CM12154

Mr. Crowder,

Bid#: B122024, for Hot Mix Asphalt, is eligible for renewal for a period to run from July 19, 2013 through July 18, 2014.

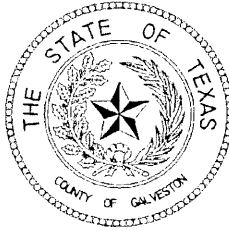
As per the General Provisions of Bid#: B122024, Southern Crushed Concrete respectfully requests that we be allowed a one (1) year renewal of the bid.

Regards,
SCC ASPHALT



Wiley D. Greene

Office: 713.491.6065 ext. 305
Cell: 832.309.7889
Email: wgreene@scctx.com



State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

Contract Number: CM12154

Invitation to Bid Number: B122024 HOT MIX ASPHALT

Term of Contract: One (1) year with two (2) one (1) year extensions

Initial term (Services): Beginning date of execution of this Contract by latest signatory to sign and terminating July 18, 2013.

Term of Completion (Construction or other time specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

Renewal Options: (if applicable):

Year One:	Yes (X) No ()
Year Two:	Yes (X) No ()
Year Three:	Yes () No (X)
Year Four:	Yes () No (X)

Contractor: Norvarem, S.A.U. dba Southern Crushed Concrete, LLC

Awarded as to addendum(s) (if applicable):

Addendum No. 1: () yes () no () n.a.
Addendum No. 2: () yes () no () n.a.
Addendum No. 3: () yes () no () n.a.

Payment Bond Required: () yes (X) no

Performance Bond Required: () yes (X) no

Notice to be Given to:

Galveston County:

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

SOUTHERN CRUSHED CONCRETE, LLC
14329 CHRISMAN
HOUSTON, TX 77039
ATTN: WILEY GREENE

County and Contractor agree as follows:

1. **Parts of Contract:** Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

2. **Contractor Responsibilities:** Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3. **Payment for Services:** The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4. **Independent Contractor:** None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

5. **Employment Taxes:** Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

6. **Initial Term and Options to Renew:** The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

7. **Cancellation:** County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

8. **Covenant Against Contingent Fees:** Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. **Subcontracting or Assignment:** Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

10. **Novation and Change of Name Agreements:** Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

11. **Force Majeure:** In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

12. **Entirety of Agreement and Modification:** This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

13. **Severability.** If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

14. **Validity/Enforceability:** If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

15. **Governing Law:** This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16. **Benefit:** This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. **Authority to Bind:** The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18. **Immunity Retained:** The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

19. **Meaning of Words:** Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. **Public Information Act:** the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21. **Headings:** The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the ^{effective} 17th day of July, 2012.

Contractor:

SOUTHERN CRUSHED CONCRETE, LLC

By:

Wiley Haene

Date:

JUNE 28, 2012

Galveston County

By:

Mark A. Henry
Mark A. Henry, County Judge

Date:

July 10, 2012

Attest:

Dwight L. Sullivan
Dwight Sullivan, County Clerk

AGENDA ITEM #11.



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

May 7, 2013

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

RE: Utilize Greater Houston Office Products through the U.S. Communities Cooperative

Gentlemen,

On May 13th, 2002, the Commissioners Court entered into a cooperative agreement with the U.S. Communities Government Purchasing Alliance for the purpose of seeking savings of purchased goods through pooling the purchasing power of public agencies nationwide. This is accomplished through competitively solicited contracts through lead public agencies.

In an effort to make it less cumbersome for governmental entities to utilize all areas of the U.S. Communities contracts, it is now **not** necessary to register with each contracted vendor, as was the case a year ago. By registering once and upon approval, as is the case with Galveston County, the governmental agency can now utilize all of the contracts administered by U.S. Communities with no additional paperwork.

It is requested that authorization be granted to utilize Greater Houston Office Products through the master agreement contract with Independent Stationers to seek savings of purchased office supplies.

As always, these contracts are non-exclusive contracts which allow the County the option of competitively bidding or buying from other contracts with no strings attached.

Sincerely,

A handwritten signature in black ink, appearing to read "Rufus Crowder", is written over a horizontal line.

Rufus Crowder, CPPO CPPB
Purchasing Agent
Galveston County

[About](#)[News & Events](#)[Resources](#)[Contact Us](#)**U.S. COMMUNITIES™**
GOVERNMENT PURCHASING ALLIANCE[PRODUCTS & SOLUTIONS](#)[CONTRACT DOCUMENTS](#)[SHOP](#)[REGISTER](#)[LOGIN](#)

Independent Stationers

Office Supplies

[REGISTER](#)
or Sign In[Home](#) [Independent Stationers](#)

Solutions

[BY SUPPLIER \(show all -> \)](#)[BY CATEGORY](#)[Facilities](#)[Office & School](#)[Specialty](#)[Technology](#)

Main Menu

[JUMP TO:](#)[About](#)[News & Events](#)[Summit](#)[Resources](#)[Shop](#)[Solutions](#)[Solicitations](#)[Contact Us](#)[Education Purchasing](#)[Government Purchasing](#)[Nonprofit](#)**Website:** Independent Stationers**Phone:** 877-872-8599**Email:** uscommunities@isgroup.org**Fax:** 877-403-8424**Contract:** [View Documents ->](#)[Overview](#)[Solutions](#)[Benefits](#)[Pricing](#)[FAQs](#)[Shipping](#)

Independent Stationers Overview

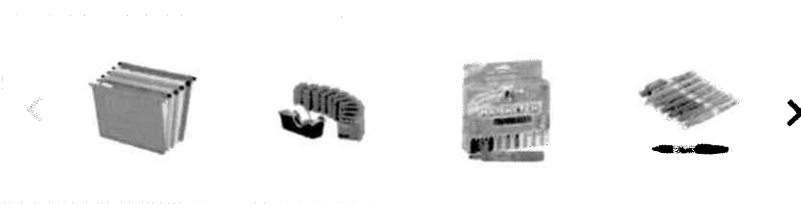
As the designated office supplies vendor for the U.S. Communities program, Independent Stationers, Inc. is here to give you an exceptional buying experience from beginning to end. We are an independent, dealer-owned cooperative with hundreds of dealers and locations nationwide, delivering flawless service and easy online ordering at competitive prices.

Compare Pricing: Request usage from your current office supplies vendor in order to receive a comprehensive pricing comparison from Independent Stationers. Click here for the format of the pricing comparison requirements.

Collectively, we operate a, state-of-the-art online procurement system, pool our buying power to deliver real savings, and provide free, next day delivery via the largest office products distribution network in the country. Individually, we support your needs with complete attention, because as your local business neighbors, your business matters to us. Together we're able to keep money and jobs in our community.

We've got a fixed price contract on 1,200 quality core products and tens of thousands of non-core products. And our robust reporting system gives you the visibility you deserve and transparency you need to manage your purchasing process.

With Independent Stationers, you will enjoy honest and respectful service; easy, empowering ecommerce technology and great prices on a consistent basis. And on top of it all, you're supporting Main Street, not Wall Street – something we can all feel good about.

 independent
stationers[SHOP NOW](#)[REQUEST CONTACT](#)



Greater Houston Office Products

Within Greater Houston Area 281-337-5304
Outside Greater Houston Area 866-367-3035

[HOME](#)[WHY US](#)[ABOUT US](#)[CONTACT US](#)[HELP](#)

Binders & Binding Supplies
Calendars, Planners & Briefcases
Computer/Supplies & Data Storage
Furniture & Accessories
Files & Filing Supplies
Forms, Record Keeping & Reference
Labels, Label Makers, Tags & Stamps
Mailing, Packing & Labeling Supplies
Money Management & Handling
Office Equipment & Equipment Supplies
Office Maintenance, Janitorial & Lunchroom
Pens & Desk Supplies
Paper, Envelopes & Mailers
Presentations & Meeting Supplies
Printer Supplies/Accessories

Greater Houston Office Products Provides ALL of Your Office Solutions

CONTACT US

CALL OR FAX US AT:

GREATER HOUSTON OFFICE PRODUCTS
P.O. BOX 899
LEAGUE CITY, TX 77574

PHONE: 281-337-5304 FAX: 281-337-5305
TOLL FREE: 866-367-3035 FAX: 866-367-3036

OR EMAIL US:

GHOP@GREATERHOUSTONOP.COM

[BROWSE
CATALOG](#)[REQUEST
CATALOG](#)[FEATURED
ARTICLE](#)[REBATES
&
FREE OFFERS](#)**HON®**

Greater Houston Office Products will **MEET** or **BEAT** any Competitor Prices

FREE Next Day Delivery



AGENDA ITEM #12.



**Galveston County
Legal Department**

COUNTY COURTHOUSE
722 MOODY 5th FLOOR
GALVESTON, TEXAS 77550-2317

Galveston
Line
(409) 770-5562

Houston Line
(281) 316-8300

Fax Line
(409) 770-5560

HARVEY BAZAMAN

Donald Glywasky
Barry C. Willey
Myrna S. Reingold

May 7, 2013

Hon. Mark Henry
Hon. County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

Re: Claim for Damages
Claimant: Bayview MUD
Amount: \$ 766.94
Date of Loss: March 4, 2013

Gentlemen:

This is to inform you that a settlement of the above referenced claim has been made.

The facts underlying this claim are that on or about the above referenced date, the Road and Bridge department employees were installing a stop sign post when they caused damage to a drain pipe causing a leak. We received a claim for the damages in the amount of \$766.94 for the necessary repairs. The necessary releases have already been forwarded for execution.

By copy hereof, I am forwarding the County Purchasing Agent the necessary paperwork to begin preparation of the check. Should you have any questions, please call.

Sincerely,

A handwritten signature in black ink that reads "Barry C. Willey". The signature is fluid and cursive, with the first name "Barry" being more prominent than the last name "Willey".

Barry C. Willey

BCW/mfa
Enclosures
13-026

cc: Mr. Rufus Crowder, Purchasing Agent
Mr. Layne Harding, Road Administrator

AGENDA ITEM #13.

**2014 Galveston County Discretionary Grant Application Narrative
(Multi-Year Grant)**

a. Application Form

Counties Represented: **Galveston**

Fiscal Year: **2014**

State Payee Identification Number: **690740536001**

Division To Administer Grant: **County Judge**

Program Title: **Galveston County Veterans Defense Program**

Requested Grant Amount: **\$50,000.00**

Financial Officer: **Cliff Billingsley**

Program Director: **Roxann Lewis**

Mailing Address: **722 Moody, 2nd Floor; Galveston, TX 77550**

b. Introduction (Executive Summary)

Galveston County will provide a specialized contract attorney to serve a veterans specialty pre-trial docket created by the Commissioners Court. The attorney will work collaboratively with the prosecutor and judge to seek the best outcomes for their clients.

c. Problem Statement

There is insufficient capacity for Galveston County (GC) to address mental health issues exhibited by indigent veterans who become defendants within the judicial system, including those incarcerated within the County. Currently, there is a broad range of mental health and legal defense issues of those defendants. Because of a new program, designed to benefit veterans neither the legal defense nor the underlying mental health needs are fully met for indigent veterans. Lack of resources results in a revolving door for defendants, and they are not able to remove themselves from the criminal judicial process. This issue is difficult in Galveston County due to the high number of veterans residing within the region. At present, approximately 25,000 veterans reside in Galveston County, making it one of the highest, per capita veterans populations in the state. Some veterans exhibit behaviors resulting from repetitive combat tours and mental illness sustained which can be the cause of subsequent criminal behavior.

d. Objectives

The objective of a Galveston County Veterans Defense Program would be to provide more focused indigent defense services for those veterans identified within the Galveston County judicial system as well as to expedite the interface for mental health treatment with other mental health programs within the area. In this capacity, the program would significantly improve the process of providing appropriate and a focused indigent veteran's legal defense while also further access to available mental health treatment.

Provide a specialized form of representation to veterans in Galveston County

Provide pre-trial representation related to a specialty court supported by the Courts and Prosecutors of Galveston County

To serve as a resource for all attorneys representing veterans in all courts by providing training, consultation and referral services

e. Activities

The Galveston County Veterans Defense Program would employ 1 contract defense attorney who would work solely in the defense of indigent veterans in Galveston County. The specialized legal counsel will hold legal expertise as well as special skills such as a mentor or coach.

1) Develop program specifics to include the Veterans Court and involve the criminal defense bar in the planning stages.

A) the commissioners court will determine contract conditions

B) Follow all county procedures and Chapter 174 Texas Administrative Code in executing the decision (i.e... request for qualifications)

C) Determine office space and equipment needs

- 2) Develop a comprehensive standard operating procedure for an indigent veteran's defense program. The procedure would include a clear appointment/referral and intake process.
- 3) Develop a system to provide support services to the indigent veterans' defense program in combination with pre-trial services. The defense counsel will advocate and explain options to the defendant.
- 4) Galveston County Veterans Affairs, utilizing the Veterans Justice Outreach Initiative, will educate the key court, law enforcement, clerk personnel, attorney, and jails on the issues faced by veterans and all aspects of the veteran's court.
- 5) Eligibility is determined only if the attorney representing the state consents to the defendant's participation in the program and if the court finds that the defendant is a veteran or a current member of the U.S. Armed Forces and either suffers from a brain injury, mental illness, or a mental disorder including PTSD that resulted from the defendant's military service in a combat zone.
- 6) A Galveston County Veteran's Services representative will provide initial screening from the jail.
- 7) Veterans Outreach Specialists will be accessible to assist veterans through integration into available VA substance and mental health treatment programs, specialized outpatient PTSD programs and depression treatment programs.
- 8) A volunteer Veteran Mentor will be provided for client support.
- 9) Community Supervision officers will assess the risk and design an appropriate supervision plan.
- 10) The Galveston County Gulf Coast Center will provide service transportation.

f. Evaluation

The overall success of this program will be evaluated based on the ability of the criminal defense attorney's ability to provide adequate representation to the cases assigned. Evaluations of measurement of critical aspects of the program are to include:

- 1) Indigent veteran defendants with mental health issues are screened and identified within 24 hours.
- 2) Mental health care is initiated as appropriate.
- 3) Specialized criminal defense attorney is appointed to the case.
- 4) If appropriate, the program reduces the time the indigent veteran defendant with mental issues spends in jail during the pre-trial period.
- 5) The program will reduce the total time the indigent veteran defendant with mental health issues spends on the entire legal proceedings.
- 6) Surveys of defendants at the completion of legal proceedings will reflect that their legal
- 7) work with Commission staff to determine progress report measures and impact measures.

g. Future Funding

The County is committed to the program and will monitor its success. The County will continue to support the program if it meets its objectives and the commissioners court determines that it is financially feasible to do so.

h. Budget Narrative and Budget Form

A contract attorney will be selected based on the requirements in Texas Administrative Code Chapter 174. The contract will be for salary/contract only, no benefits.

Personnel Costs	\$0.00
FTE's	
Salary	
Fringe Benefits	
Travel and Training	
Equipment	
Supplies	
Contract Services	\$50,000.00
Indirect	
Total	\$50,000.00
Required County Match	
Total less County Match	\$50,000.00

AGENDA ITEM #14.



COUNTY OF GALVESTON

On this the 14th day of May, 2013 the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present:

Mark A. Henry, County Judge;
Ryan L. Dennard, Commissioner, Precinct No. 1;
Kevin D. O'Brien, Commissioner, Precinct No. 2;
Stephen D. Holmes, Commissioner, Precinct No. 3;
Kenneth Clark, Commissioner, Precinct No. 4; and
Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

A RESOLUTION OF THE COUNTY OF GALVESTON REQUESTING THE UNITED STATES FISH AND WILDLIFE SERVICE TO ENCOURAGE THE GROWTH OF THE KEMP'S RIDLEY SEA TURTLE POPULATION ON THE UPPER TEXAS COASTLINE BY RETAINING AND HATCHING EGGS FROM NESTS FOUND ON THE UPPER TEXAS COAST AND RELEASING HATCHLINGS INTO THE WATERS OF THE GULF OF MEXICO IN THE AREA OF GALVESTON, TEXAS.

Whereas, the Kemp's Ridley Sea Turtle is a revered Texas natural heritage wildlife species that nests on Galveston Island, Bolivar Peninsula and other points on the Upper Texas Coastline; and

Whereas, the future of the Kemp's Ridley has been greatly enhanced by research and work performed by the **Galveston Laboratory of National Marine Fisheries Service** since 1978; and

Whereas, the Kemp's Ridley is well known to Galveston residents and visitors as an endangered species finding its way back from near extinction since 1985; and

Whereas, the fourth grade students of Oppe Elementary in Galveston, Texas have researched and written HCR-31 now before the Texas Legislature to make the **Kemp's Ridley** the **Official Sea Turtle of the State of Texas**; and

Whereas, the Recovery Plan of the Kemp's Ridley Sea Turtle written and endorsed by the **United States Fish and Wildlife Service** and the **National Marine Fisheries Service** emphasizes the need for education of the public and collaboration with communities; and

Whereas, numerous resources are available on Galveston Island including the **Galveston Island State Park** staff; the **Friends of the Galveston Island State Park**; **Texas A&M University at Galveston** staff and students; the **Galveston Bay Area Master Naturalists**; **National Marine Fisheries Service** staff; the **Galveston Island Nature Tourism Council**; many citizens and business owners; and

Whereas, the Sea Turtle Restoration Project with offices in Texas and California is contemplating the opening of an office with educational sea turtle exhibits in **Galveston, Texas** and

Whereas, Dr. Andre M. Landry, Jr., long time **Kemp's Ridley** researcher who retired from the **Sea Turtle and Fisheries Ecology Research Lab of Texas A&M University** at Galveston stated in the February 25, 2011, issue of the Galveston Daily News that "hatchling releases will afford a centerpiece of public education efforts focusing on sea turtles and the role the Upper Texas Coast can play in population recovery,"

Now, Therefore Be it Resolved that the **Commissioners' Court of Galveston County, Texas** enthusiastically approves the request to the **United States Fish and Wildlife Service** to utilize the resources available from governmental and university experts and experienced and trained sea turtle patrollers and volunteers to cease the risk of harm that exists by transferring **Kemp's Ridley Sea Turtle** eggs to the **Padre Island National Seashore** and protect nesting activity on the **Upper Texas Coast** by either protecting nests in place or transferring eggs the shortest possible distance to a protected corral for incubation followed by release of hatchlings with viewing made available to residents of **Galveston, Texas** and to its tourists.

Be it Further Resolved that a copy of this Resolution be spread upon the minutes of this Court and that the original hereof be sent to the **United States Fish and Wildlife Service, USFWS/TAMUCC, Unit 5837 6300 Ocean Drive, Corpus Christi, Texas 78412-5837.**

Upon Motion Duly Made and Seconded the above **Resolution** was unanimously passed on this 14th day of May, 2013.

Attest:

Dwight D. Sullivan, County Clerk

Ryan L. Dennard, Comm., Pct. #1

Kevin D. O'Brien, Comm. Pct. #2

County of Galveston, Texas
By:

Mark A. Henry, County Judge

Stephen D. Holmes, Comm., Pct #3

Kenneth Clark, Comm., Pct #4

AGENDA ITEM #15.



COUNTY OF GALVESTON

On this the 14th day of May, 2013, the Commissioners' Court of the County of Galveston, Texas convened in a regularly scheduled meeting with the following members thereof present:

Mark Henry, County Judge
Ryan Dennard, Commissioner, Precinct No. 1
Kevin O'Brien, Commissioner, Precinct No. 2
Stephen Holmes, Commissioner, Precinct No. 3
Kenneth Clark, Commissioner, Precinct No. 4; and
Dwight Sullivan, County Clerk

When the following proceedings, among others, were had, to-wit:

Resolution Authorizing County Judge, as Director of the Gulf Coast Community Protection and Recovery District, Inc., to authorize the President of the Gulf Coast Community Protection and Recovery District, Inc., to enter into agreements to obtain funding for comprehensive planning for long-term mitigation and recovery from storm surge, flooding and wind-related disaster events.

Whereas, effective April 8, 2010, the Secretary of State for the State of Texas issued a Certificate of Incorporation for Gulf Coast Community Protection and Recovery District, Inc. (GCCPRDI); and

Whereas, on February 24, 2010 the Commissioners' Court of Galveston County adopted the Order approving the form of the Articles of Incorporation for GCCPRDI and became a Sponsor of that entity; and

Whereas, the County Judge of Galveston County is the County's appointed director on the board of directors of GCCPRDI; and

Whereas, the other Sponsors of GCCPRDI consist of the counties of Brazoria, Chambers, Harris, Jefferson and Orange; and

Whereas, the purpose of GCCPRDI is to aid, assist and act on behalf of the Sponsors to accomplish the governmental purposes of planning storm surge, flood, wind and disaster mitigation, hazard warning, and other projects or programs to assist and protect persons who reside in each of the sponsoring counties, including their businesses and properties, to report back to the Sponsors the results of studies, to make recommendations regarding the feasibility of the methods studied and to determine what next steps, if any, might be needed to implement any recommendations the Sponsors might deem to be appropriate; and

Whereas, GCCPRDI, acting through its President, has applied to the Texas General Land Office (GLO) for planning funding under the Community Development Block Grant (CDBG) Disaster Recovery Program to be used in furtherance of GCCPRDI's stated purpose; and

Whereas, a grant of funds from the GLO for the purposes stated in GCCPRDI's application may result in the necessity for GCCPRDI to enter into agreements that exceed the sum of \$600,000.00 with any one person or entities during any twelve month period; and

Whereas, the Articles of Incorporation and Bylaws of GCCPRDI require the approval by the Commissioners' Courts of each sponsoring county before GCCPRDI may enter into agreements with any person or entity that exceeds \$600,000.00 during any twelve month period.

Now therefore be it resolved by the Commissioners' Court of Galveston County, that by approval of this Resolution, the Commissioners' Court authorizes the County Judge, acting as a director of GCCPRDI, to authorize the President of GCCPRDI to enter into such agreements with the GLO or any other governmental agency, whether local, state or federal, as may be required or deemed appropriate to obtain the funds requested in the application or any other funds to conduct such authorized planning activities necessary to develop a comprehensive plan to assist the Sponsoring counties in long-term mitigation and recovery from storm surge, flooding and wind-related disaster events. This grant of authority specifically includes authorization to enter into agreements with any person or entity that exceeds \$600,000.00 during any twelve month period.

Upon motion duly made and seconded, the above Resolution was unanimously passed on this the _____ day of _____, 2013.

The County of Galveston, Texas

Attest:

Dwight D. Sullivan, County Clerk

Ryan L. Dennard, Comm., Pct. #1

Kevin D. O'Brien, Comm. Pct. #2

County of Galveston, Texas
By:

Mark A. Henry, County Judge

Stephen D. Holmes, Comm., Pct #3

Kenneth Clark, Comm., Pct #4

AGENDA ITEM #16.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department								
1. Date of Request:	5/2/2013	2. Contract Type:	<input checked="" type="radio"/> Expense	Revenue	Other	3. Renewal Contract:		
						<input checked="" type="radio"/> Yes <input type="radio"/> No		
4. Department Name:			Information Technology		5. Department Contact:			JJ Allen
6. Description:								Extended Service support for Poweredge M1000E for DHXLHN1 and DD09ZK1
7. IFAS PEID No:	710923	8. IFAS Req No:		9. Orgkey:	1101159100	10. Object Code:	5423000	
11. Vendor:			Gov Connection Inc.		12. Vendor Contract No:			
13. Requested Legal Review:								
<input checked="" type="radio"/> Yes <input type="radio"/> No (Explain if No)								No, standard terms and conditions.
Expenditure Budget / Revenue Projections								
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected	
Maint/Repairs Equipment	5423000	No	\$4,456.62					
22. Totals:		-	\$4,456.62					
To Be Completed By Purchasing Department								
Contract Start Date:		Auto Renewal Contract:		Bid No:				
		<input checked="" type="radio"/> Yes <input type="radio"/> No		W1A				
Contract End Date:		Contract # Issued By Purchasing:						
		CM13204						

CONTRACT DATES TBD
When approved
and PO issued

Approved By:	Signature	Date
Department Head:		5-2-13
Purchasing Agent:		5-7-2013
County Legal:		

Contract listed in Budget Documentation: Yes / No

County Budget Office:

No Budget Amendment Needed per Department



Date : 27-Mar-2013

Date Required : 2-Apr-2013

I certify the above are required for discharge of my official duties, and I hereby authorize the Purchasing Agent to commit budgeted funds for the purchase thereof and further certify that the requisition contains all separate, sequential and/or components of the item(s) listed, and that requirements are not requested in a manner to avoid competitive bidding process.

DHHT

ITSO

Init/Date

Charge to a/c : 11011591005423000

CR#CR305706

Vendors Contacted:

#1

#2

#3

Quotations obtained by:

☐ **Sealed Bids**

☐ Verbal Quotation

Contract

Agreed Price

Purchase Order No. _____

Date ordered:

20

PURCHASING AGENT



Galveston County

INFORMATION TECHNOLOGY

5WH EXTENDED SUPPORT – DELL EQUIPMENT

Who: Infrastructure Support

What: Extended Service for the following items:

DHXLHN1	POWER EDGE M1000E
DD09ZK1	POWER EDGE M1000E

Where: IT Datacenter

When: April 1st, 2013

Why: As we increase our virtual environment, more critical servers and services are supported by the hardware listed. Extended outage and/or failure on these items can potentially hamper County's daily business operations.

How: Acquire extended support services from Dell. See attached quote.

Estimated costs:

Estimated total \$4,777.72 (see quote for itemization)

Charge to: 5423000

Submitted by: Claudia Perez **Date:** 3-25-2013

Approved by: _____ **Date:** _____
IT Director / Assistant IT Director

Galveston County Information Technology

Call Report - Call Number 52113

Call Details as at 8:13:48 AM, 3/27/2013

Call Details

Type:	Request	Customer:	Perez, Claudia
Call Ref/Job Ref:	/	Customer VIP Status:	Unspecified
IPK Status:	Service Request	Telephone:	409-770-6201
IPK Stream:	Default	Organization:	Information Technology
Service:	PURCHASE REQUEST	Location:	Courthouse Main
Config Item:	SERVER HARDWARE	Logged By:	Perez, Claudia
Outage Created:	N	Current Officer:	Allen, JJ
Call Priority:	Low	Current Group:	Administration
Call State:	Open	Forward to Officer:	
Call Status:	Pending	Forward to Group:	
Call Physical Status:	In Progress		
Call Description:	Dell extended service support for M1000 chassis. See attachments		

Call Dates, Times and Expenses

Logged:	3/26/2013 7:38:03 PM	Time Solving:	0 hrs 33 mins	Total Expenses:	\$0.00
Last Action:	3/27/2013 8:13:39 AM	Downtime:	12 hrs 35 mins		

Objects

Object Name	Upload/Update Date	Description	Security Profile
Dell Extended Support_chassis.docx	3/26/2013 7:39:36 PM		Unspecified
County of Galveston-Quote for 2 yrs ext 3-14-2013.xls	3/26/2013 7:41:17 PM		Unspecified

Call History

Action Date / Time	Officer	Portal	Security Profile	Action Description
3/26/2013 7:38:03 PM	Perez, Claudia	N	Unspecified	[Object Dell Extended Support_chassis.docx Uploaded]
3/26/2013 7:38:03 PM	Perez, Claudia	N	Unspecified	[Object County of Galveston-Quote for 2 yrs ext 3-14-2013.xls Uploaded]
3/26/2013 7:38:03 PM	Perez, Claudia	N	Unspecified	[Call Updated]
3/26/2013 7:41:34 PM	Perez, Claudia	N	Unspecified	[IPK rule Route calls from Service Desk over-ridden by Perez, Claudia]
3/26/2013 7:41:39 PM	Perez, Claudia	N	Unspecified	[Call Forward Internally to Group (Administration)]
3/27/2013 8:10:57 AM	Allen, JJ	N	Unspecified	[Open Forwarded Call by Allen, JJ]
3/27/2013 8:13:37 AM	Allen, JJ	N	Unspecified	[Call Deferred : Pending] [Pending]
3/27/2013 8:13:39 AM	Allen, JJ	N	Unspecified	[Call Actioned by Allen, JJ]

Extended Services Quote Information	
Quote #:	1007111024596

Customer Information	
Date:	March 14, 2013
Company Name:	COUNTY OF GALVESTON
Dell Customer # :	221251
Contract Code # :	42AFU DIR SDD-1951

Dell Contact Information	
Ana Tribaldos <i>APOS Services Consultant</i>	
Ana.Tribaldos@DELL.com Phone: 1-800-247-4618 ext. 7251027 Fax: 1-866-584-8581	

Dell Extended Services Details

Current Equipment Information					Extended Service Information				
Service Tag #	Model	Service Contract Type	Ship Date	Service Contract Expiration	Service Contract Type	New Contract End Date	Service Extension	Reinstatement Fee	Total Price
DHXLHN1	POWER EDGE M1000	S9 + GD	7/17/2010	7/17/2013	S9+PSMC	7/17/2015	\$ 2,475.39	\$ -	\$ 2,475.39
DD092K1	POWER EDGE M1000	S9 + GD	9/25/2009	9/25/2012	S9+PSMC	3/13/2015	\$ 2,633.19	\$ 200.00	\$ 2,833.19

Contract Descriptions		Extended Services Subtotal	
6H	ProSupport 2HR 7x24 Onsite/6HR Resolution	Extended Services Subtotal	\$ 5,108.57
S1/S9	ProSupport 4HR 7x24 Onsite	Reinstatement Fees	\$ 200.00
8H	ProSupport 8HR 7x24 Onsite		
S4	BASIC 4HR 5x10 Onsite		
NO	Next Business Day Onsite Resolution		
ND	Next Business Day Onsite		
NP	BASIC Next Business Day Parts Only		
SP	BASIC Same Day Parts Only		
AE	Advanced Exchange		
RR	Return to Depot		
FR	Rapid Return for Repair		
R5	Retail Next Business Day Onsite + 5 Peripherals		
SR	Retail 4HR 7x24 + 5 Peripherals		
PS	ProSupport Technical Support		
PSMC	ProSupport Mission Critical Technical Support		
EPS	Enterprise ProSupport Technical Support		
EPSMC	Enterprise ProSupport Mission Critical Technical Support		
RS	Retail Technical Support		
LT	Limited Technical Support		
CC	Accidental Damage/Complete Care		
		Subtotal:	\$ 5,308.57
		Discounts Applied	\$ 530.86
		Total:	\$ 4,777.72

Pricing does not include sales tax where applicable.
This quotation is valid for 30 days.

Purchase Order Requirements

Please remember to include the following information:

KK	Keep Your Hard Drive
SH	SATA Hard Drive Service
IE	IT Advisory Services Essential Package
IS	IT Advisory Services Strategic Package
Legacy Contracts (No longer available)	
SV/GD/PL	Silver/Gold/Platinum
TS	Client Gold Technical Support
IPS	IT ProSupport
IPSMC	IT ProSupport Mission Critical

[Questions about Services? Click here..](#)

[Support Questions? Click here..](#)

- Billing address
 - Shipping address, including a contact name & phone number
 - Terms stated as 'Net 30'
 - A total dollar amount
 - An authorizing signature (if required)
- Please attach a copy of your Dell quote, or reference the Dell quote number(s) on the purchase order.

CR305706



7503 Standish Place
Rockville, MD 20855

QUOTATION

Quote # 23395075.02-W

PLEASE REFER TO THE ABOVE
QUOTE NUMBER WHEN ORDERING

Date: April 5, 2013

Valid through: May 5, 2013

Account #:

Account Executive: Morgan Towle

Phone: (800) 800-0019 ext. 33720

Fax: (603) 683-0578

Email: mtowle@govconnection.com

QUOTE PROVIDED TO:

AB#: 2192825

COUNTY OF GALVESTON

AUDITOR'S OFFICE

ATTN: ACCOUNTS PAYABLE, PO BOX 1418

GALVESTON, TX 77553

SHIP TO:

AB#: 10957197

COUNTY OF GALVESTON

722 MOODY AVE 2ND FL

INFORMATION TECHNOLOGY

GALVESTON, TX 77550

DELIVERY 1-30 Days A/R/O				FOB Destination		TERMS NET 30		CONTRACT ID #	
*	Line #	Qty	Item #	Manuf. Part #	Description		Price	Ext	
	1	1			DHXLHN1POWER EDGE M1000E		\$2,078.12	\$2,078.12	
	2	1			DD09ZK1POWER EDGE M1000E		\$2,378.50	\$2,378.50	
		Lines: 2					Total Merchandise	\$4,456.62	
							Fee		
							Ship Via: Small Pkg Ground Service Level	. pounds	
							Shipping and Handling	\$0.00	
							Tax		
							TOTAL	\$4,456.62	
							* Lease for as low as:		

Quiroga, Erin

CR305706

From: Jordan Adam [AJordan@govconnection.com]
Sent: Friday, April 05, 2013 3:37 PM
To: Quiroga, Erin
Cc: Montanez Carlos
Subject: GCI Quotation # 23395075.02-W - CR305706 Specs
Attachments: GCI Quote#23395075_02-W.pdf

Service Contract Expiration	Service Contract Type	New Contract End Date
7/17/2013	S9+PSMC	7/17/2015
9/25/2012	S9+PSMC	4/4/2015

To download and install the free Adobe Acrobat reader, visit the website:
<http://www.adobe.com/products/acrobat/readstep2.html>

Adam Jordan
Executive Account Manager
GovConnection Inc.
IT Solutions of Education and Government
ajordan@govconnection.com
8008000019x33306 fax 603-683-0486
www.govconnection.com

E&I Contract CNR-01141

WSCA Contract # WSCA A63309
WSCA HP AGENT 10020546 & LENOVO AGENT ID 94899
TCPN Contract

Extended Services Quote Information	
Quote #:	1007111024596

Customer Information	
Date:	March 14, 2013
Company Name:	COUNTY OF GALVESTON
Dell Customer #:	221251
Contract Code #:	42AFU DIR SDD-1951

Dell Contact Information	
Ana Tribaldos	
APOS Services Consultant	
Ana.Tribaldos@DELL.com	
Phone:	1-800-247-4618 ext. 7251027
Fax:	1-866-584-8581

Dell Extended Services Details

Current Equipment Information				
Service Tag	Model	Service Contract Type	Ship Date	Service Contract Expiration
DHXLH1	POWER EDGE M1000 S9 + GD	7/17/2010	7/17/2010	7/17/2013
DD09ZK1	POWER EDGE M1000 S9 + GD	8/25/2008	8/25/2008	8/25/2012

Extended Service Information				
Service Contract Type	Now Contract End Date	Service Extension	Reinstatement Fee	Total Price
89+PSMC	7/17/2013	\$ 2,475.39	\$ -	\$ 2,475.39
89+PSMC	3/13/2015	\$ 2,633.19	\$ 200.00	\$ 2,833.19

Contract Descriptions	
8H	ProSupport 24x7x24 Onsite/6HR Resolution
S1/S9	ProSupport 4HR 7x24 Onsite
8H	ProSupport 8HR 7x24 Onsite
S4	BASIC 4HR 5x10 Onsite
NO	Next Business Day Onsite Resolution
ND	Next Business Day Onsite
NP	BASIC Next Business Day Parts Only
SP	BASIC Same Day Parts Only
AE	Advanced Exchange
RR	Return to Depot
FR	Rapid Return for Repair
H5	Retail Next Business Day Onsite + 5 Peripherals
SA	Retail 4HR 7x24 + 5 Peripherals
PS	ProSupport Technical Support
PSMC	ProSupport Mission Critical Technical Support
EPS	Enterprise ProSupport Technical Support
EPSMC	Enterprise ProSupport Mission Critical Technical Support
RS	Retail Technical Support
LT	Limited Technical Support
CC	Accidental Damage/Complete Care

Extended Services Subtotal	\$ 5,108.57
Reinstatement Fees	\$ 200.00
Subtotal:	\$ 5,308.57
Discounts Applied	\$ 530.86
Total:	\$ 4,777.72

Pricing does not include sales tax where applicable.
This quotation is valid for 30 days.

Purchase Order Requirements
Please remember to include the following information:

KK	Keep Your Hard Drive
SH	SATA Hard Drive Service
IE	IT Advisory Services Essential Package
IS	IT Advisory Services Strategic Package
	Legacy Contracts (No longer available)
SV/GD/PL	Silver/Gold/Platinum
TS	Client Gold Technical Support
IPS	IT ProSupport
IPSMC	IT ProSupport Mission Critical

[Questions about Services? Click here.](#)

[Support Questions? Click here.](#)

- Billing address
- Shipping address, including a contact name & phone number
- Terms stated as 'Net 30'
- A total dollar amount
- An authorizing signature (if required)

Please attach a copy of your Dell quote, or reference the Dell quote number(s) on the purchase order.

CR305706



Intelinet Systems
 1110 E. Collins Blvd.
 Suite 122
 Richardson, Texas 75081
 United States
<http://www.intelinetsystems.com>

Quotation

Date

Apr 8, 2013 3:18 PM CDT

Doc #

47724 - rev 1 of 1

Description

Extended Service M1000E

SalesRep

 Garibay, Jose
 (P) 972-331-3392

Customer Contact

 Quiroga, Erin
 (P) 409-770-5391
 (F) 409-766-2521
erin.quiroga@co.galveston.tx.us
Customer

 Galveston County (GC3603)
 722 Moody, 5th Floor
 Galveston, Texas 77550
 (P) 409-770-5391

Bill To

 Galveston County
 Quiroga, Erin
 722 Moody, 5th Floor
 Galveston, Texas 77550
 (P) 409-770-5391

Ship To

 Galveston County
 Quiroga, Erin
 722 Moody, 5th Floor
 Galveston, Texas 77550
 (P) 409-770-5391

Customer PO: Pending	Terms: Net 30 Days	Ship Via: FedEx Ground
Special Instructions: None	Carrier Account #: None	

Item Description	Part #	Qty	Tax	Unit Price	Total
1 PowerEdge M1000E - 2 Year - Service Contract Extension 4HR 7x24 + ProSupport - Service Tag# DHXLHN1 - Expires 7/17/2015	Warranty	1	No	\$2,659.00	\$2,659.00
2 PowerEdge M1000E - 2 Year - Service Contract Extension 4HR 7x24 + ProSupport - Service Tag# DD09ZK1 - Expires 4/8/2015	Warranty	1	No	\$2,672.00	\$2,672.00

Subtotal: \$5,331.00

Tax (0.000%): \$0.00

Shipping: \$0.00

Total: \$5,331.00

All prices are subject to change without notice. Supply subject to availability.



Gov is all you need™

GovConnection Terms and Conditions of Sale

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS OF SALE CAREFULLY.

THE TERMS AND CONDITIONS OF SALE ("Terms") ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS IN ANY FORMS DELIVERED BY CUSTOMER ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY ACCEPTING DELIVERY OF THE PRODUCTS AND SERVICES DESCRIBED IN GOVCONNECTION'S INVOICE OR OTHER GOVCONNECTION DOCUMENTATION, CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS OF SALE UNLESS CUSTOMER AND GOVCONNECTION HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.

"We", "Our" or "Us" refers to GovConnection.

Application of Terms; Customer Acknowledgment

These Terms constitute a binding contract between Customer and GovConnection. Customer acknowledges agreement and acceptance of these Terms by making a purchase, placing an order or otherwise shopping on our Website (the "Site"). These Terms are subject to change without prior notice, except that the Terms posted on the Site at the time Customer initially places or modifies an order will govern the order in question. These Terms may be superseded by the terms of the FAR, GSA Schedule, BPA, state regulation, or state or local agreement with GovConnection.

Governing Law; All Sales made in New Hampshire

THESE TERMS AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW HAMPSHIRE, WITHOUT REGARD TO CONFLICTS OF LAWS RULES, REGARDLESS OF THE LOCATION OF THE CUSTOMER. ANY DISPUTE, ACTION OR LITIGATION MUST BE BROUGHT IN NEW HAMPSHIRE AND CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN NEW HAMPSHIRE, SUBMITS TO JURISDICTION THERE, AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER HEREBY AGREES THAT SUCH VENUE IS APPROPRIATE AND THAT GOVCONNECTION'S AGREEMENT TO SELL AND DELIVER PRODUCTS TO THE CUSTOMER IS DEPENDENT ON THIS PROVISION.

Purchase price

Prices are listed in our catalogs and Web site, and are subject to change without notice. Prices for certain government, corporate, and institutional customers may be set forth in a bid or other written agreement between the parties. Payment is due before shipment, unless credit terms have been arranged in advance with our credit department. In such case, payment terms shall be as set forth in the credit agreement.

We collect sales and use taxes for sales shipped to the State(s) of Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Washington D.C., Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, West Virginia, Wisconsin, and Wyoming. Additional states may be added without notice. We shall not be liable for handling or customs charges for shipments outside the United States.

California Environmental Fees

The State of California has enacted California law SB 50, which requires collection of a State Environmental Fee at the point of sale for certain electronic products shipped to California.

Products Affected:

Under SB 50 regulations, the following products are subject to this fee:

- Notebook computers
- CRT and LCD monitors
- CRT TVs with a screen size greater than 4 inches
- LCD TVs, plasma TVs and plasma monitors (on orders shipped beginning July 1, 2005)
- Portable DVD Players with screen size greater than 4 inches

As of January 1, 2013:

- \$3 per device (screen size greater than 4" and less than 15")
- \$4 per device (screen size 15" to 35")
- \$5 per device (screen size greater than 35")

Menu

- ▼ [About Us](#)
- ▼ [Legal](#)
 - [Privacy Policy](#)
 - [Recycling](#)
 - [Terms and Conditions of Sale](#)
 - [Terms and Conditions of Use](#)

Screen sizes are measured diagonally. For more information, visit the [California SB 50 web site](#).

Shipping; Risk of Loss; Security Interest

We will arrange payment for shipping with the carrier, but such costs are the responsibility of Customer. GovConnection charges shipping and handling fees for every shipment, unless a special promotion or contract term provides otherwise; such cost includes the freight charged by the carrier, packaging, and handling, but does not necessarily equal a direct pass-through of such cost to the customer. Risk of loss is upon Customer once we deliver the product to the carrier. Delivery times are estimates only and we shall not be liable for delays.

GovConnection retains a security interest in the products until payment in full is received. Customer will be responsible for all shipping and related charges.

Non-US or Export Sales

Transactions that involve an export of products, including but not limited to commodities, software or technology, are subject to the Export Administration Regulations. Such products were exported from the United States by PC Connection in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited. Customer expressly represents and warrants that it is eligible to receive products under U.S. law and agrees that it shall not export, re-export, or provide such items to any country, entity or person in contravention of regulations currently imposed by the U.S. Government. In addition, there are other countries, individuals or entities for which export is restricted, prohibited or for which an export license may otherwise be required. It is the responsibility of the customer to ensure it is in compliance with all U.S. export regulations. Manufacturers' warranties for exported products may vary or may be null and void for products exported outside the United States.

LIMITED MANUFACTURER'S WARRANTY

Customer understands that GovConnection is not the manufacturer of the products purchased by Customer hereunder and the only warranties offered are those of the manufacturer, not us. In purchasing the products, Customer is relying on the manufacturer's specifications only and is not relying on any statements, specifications in brochures, photographs or other illustrations representing the products that may be provided by us. In connection with services, neither affiliates of GovConnection nor third party service providers are our agents and we have no obligation or liability arising from any services performed by or any warranty, if any, made by, such service providers.

We warrant that we have good title to the hardware products we sell, and that we have proper authority to license the software products we distribute.

We do not warrant the performance or integrity of any Product, but merely pass through to the Customer whatever end-user warranty the manufacturers or software publishers provide with their respective products.

STATEMENTS MADE TO YOU IN THE COURSE OF ANY PRIOR, CURRENT, OR FUTURE SALE ARE SUBJECT TO THE YEAR 2000 INFORMATION AND READINESS DISCLOSURE ACT, (___U.S. C.___) (P.L. 105-271). IN THE CASE OF A DISPUTE, THIS ACT MAY REDUCE YOUR LEGAL RIGHTS REGARDING THE USE OF ANY SUCH STATEMENTS, UNLESS OTHERWISE SPECIFIED BY YOUR CONTRACT OR TARIFF.

GOVCONNECTION AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS SOLD OR SERVICES PROVIDED BY THIRD PARTIES OR AFFILIATES OF GOVCONNECTION, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER DOES NOT AFFECT THE TERMS OF THE MANUFACTURER'S WARRANTY, IF ANY.

We have no control over the technology of the Products sold herein, and therefore cannot and do not indemnify Customer for claims by third parties that Products infringe any patent, copyright, trademark or trade secret. We will pass through any such indemnity it receives from the Product manufacturer or supplier.

Pricing Information; Availability; Errors and omissions Disclaimer

All pricing is subject to change. We reserve the right to make adjustments to pricing, products and service offerings for reasons including, but not limited to, changing market conditions, product discontinuation, product unavailability, manufacturer price changes and errors in advertisements. All orders are subject to product availability. Therefore, we cannot guarantee that it will be able to fulfill Customer's orders.

We make every effort to ensure the accuracy of the information published in our catalogs and on our Web site(s). However, the documents and graphics published on this site may contain technical inaccuracies or typographical errors. We make no representations about the suitability of the information and graphics presented on this site. All such documents and graphics are provided "as is" without warranty of any kind.

If an error is made and a product is listed at an incorrect price, we shall maintain the right to refuse or cancel any orders placed at the incorrect price. If the order has been confirmed and charged to your credit card, we shall immediately issue a credit in the amount of the incorrect price. Note: We also do not guarantee that our prices listed on other Web sites or price engines are accurate or up-to-date.

Limitation of Liability

NEITHER GOVCONNECTION NOR ITS AFFILIATES WILL BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF

WILL BE LIABLE FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE OR THE PROVISION OF SERVICES BY THIRD PARTIES. CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS OR SERVICES PROVIDED DIRECTLY BY GOVCONNECTION OR ITS AFFILIATES, NEITHER GOVCONNECTION NOR ITS AFFILIATES ARE LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) OR SERVICE(S) GIVING RISE TO THE CLAIM.

We will not be responsible for any delays in delivery which result from any circumstances beyond our control, including without limitation, product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, general insurrection, acts of God or acts of any government or agency.

Third Party Services

Customer acknowledges and agrees that we and our affiliates are resellers of services and are not the provider of those services. In those cases, the third party service provider is the only party responsible for providing services to Customer. In those cases, Customer will look solely to the third party service provider for any loss, claims or damages arising from or relating to the purchase or provision of such services. Customer hereby releases GovConnection, and its affiliates from any and all claims arising from or relating to the purchase or provision of any such services by third party service providers. Services may be subject to tax. All amounts, including taxes, associated with third party services are being collected by us solely in the capacity as an independent sales agent.

Orders; Payment Terms; Interest; Taxes

Orders are not binding upon us until accepted by us. Terms of payment are within our sole discretion. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice. We may invoice parts of an order separately. Customer is responsible for, and will indemnify and hold us harmless from, any applicable sales, use or other taxes or federal, state or local fees or assessments associated with the order. Customer must claim any exemption from such taxes, fees or assessments at the time of purchase and provide the necessary supporting documentation. Any sales, use or other applicable tax or fees or assessments is based on the location to which the order is shipped. In the event of a payment default, Customer will be responsible for all of our costs of collection, including court costs, filing fees and attorney's fees.

Leasing Agreements

In the event your purchase is financed through lease financing with a third-party leasing company, you acknowledge the following:

- Should the purchase order be placed by the third-party leasing company, it represents your authorization to purchase the goods on your behalf.
- In the event we deliver the requested goods and you do not execute your lease agreement with the third-party leasing company, you are responsible for payment in full within 30 days from shipment.

Return Privileges

All non-defective returns authorized by GovConnection, whether opened or unopened, will be assessed a minimum 15% restocking fee, and must be authorized for return within 30 days from date of receipt. No refunds will be issued after such 30 day period. Authorization may be obtained by calling Customer Service at 1-888-213-0259 or by e-mail at customercare@govconnection.com. Customer will be issued a Return Merchandise Authorization (RMA) which is valid for 10 days. Failure to return a product within such 10 day authorization period will be deemed to be an acceptance of the product.

Return privileges are subject to various manufacturers' policies. Many manufacturers have imposed certain return restrictions. Consequently, GovConnection reserves the right to decline specific return requests based on those restrictions. Be sure to ask your Account Manager about specific return conditions before you purchase any item.

For more information on returns, please read our [Returns Policy](#).

Vendor license agreements

Customer agrees to abide by all license provisions or end user agreement imposed by the manufacturer or publisher.

Damaged Products

All packages shipped from GovConnection are inspected prior to shipment. However, from time to time, damage during shipping may occur. Packages that are obviously damaged should be refused upon original delivery attempt. If the package is accepted, then any damage should be noted on the carrier delivery record prior to the driver leaving your premises. Any hidden or internal damage to any product must be reported to Customer Service at 1-888-213-0259 or customercare@govconnection.com within the first 7 days of receipt to arrange for a carrier inspection and return of the damaged product(s). Please save the product, the shipping carton and all manufacturer packaging. Timely receipt of this information is necessary for GovConnection to file a damage claim. Failure to notify GovConnection of damage within this time period will be deemed an acceptance of the product, and standard return policies will apply.

Entire Agreement

services on the Site. Customer consents to receiving electronic records, which may be provided via a Web browser or e-mail application connected to the Internet; individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting us at the address provided below.

Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void. Customer agrees that the Terms contained herein and in our invoice or other documentation will control. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these Terms or any purchase order or invoice related thereto. In the event any section or portion of a section of these Terms are deemed unlawful or unenforceable, that section or portion of a section shall be stricken from the Terms, and the remaining terms shall continue in full force and effect.

U.S. Government restrictions

Sales of software to the U.S. Government may be subject to license restrictions in accordance with DFARS 252.227-7013(1) and FAR 52.227-19.

Electronic Equipment Recycling

GovConnection encourages all of its customers to recycle their used computer monitors and televisions. [Click here](#) for more information.

[Contacting GovConnection](#)

[Terms and Conditions of Use](#)

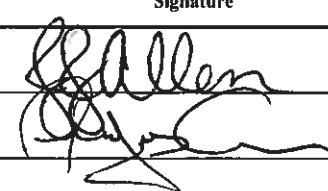
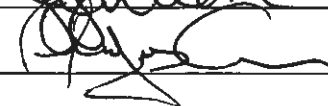
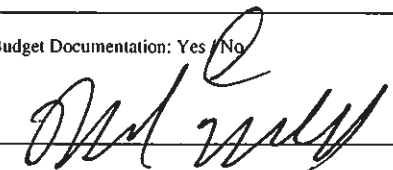
AGENDA ITEM #17.



**GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request**

To Be Completed By Department							
1. Date of Request: 5/2/2013		2. Contract Type: <u>Expense</u> Revenue Other			3. Renewal Contract: <u>Yes</u> /No		
4. Department Name: Information Technology			5. Department Contact: JJ Allen				
6. Description: Microsoft Exchange Server Enterprise Edition- license and software assurance.							
7. IFAS PEID No: 401999		8. IFAS Req No:		9. Orgkey: 1101159100		10. Object Code: 5423500	
11. Vendor: Tiger Direct				12. Vendor Contract No:			
13. Requested Legal Review: Yes <u>No</u> (Explain if No) No, standard terms and conditions.							
Expenditure Budget / Revenue Projections							
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Software Maintenance	5423500	No	8400				
22. Totals:		-	8,400	-	-	-	-
To Be Completed By Purchasing Department							
Contract Start Date:		Auto Renewal Contract: Yes / No		Bid No: N/A			
Contract End Date:		Contract # Issued By Purchasing: CM 13203					

Contract Dates TBD
When Received

Approved By:	Signature	Date
Department Head:		5-2-13
Purchasing Agent:		5-7-2013
County Legal:		
Contract listed in Budget Documentation: Yes / No		
County Budget Office:		5/8/2013

* No Budget Amendment Needed per Department



Galveston County

INFORMATION TECHNOLOGY

5WH MS EXCHANGE 2010

Who: Infrastructure Team

What: Microsoft Exchange 2010 Enterprise Ed. With Software Assurance (2 licenses)

Where: IT Datacenter

When: April 18, 2013

Why: Upgrading to 2010 will allow us to provide to provide the county with new levels of operational efficiency along with the improved performance our users demand. It will also allow us to take advantage of the build in protection available with the new version among other new technologies/enhancements.

How: Obtain licenses from authorized resellers. See attached quote.

Estimated Costs:

Product	Qty	Unit	Total
1 Microsoft Exchange Server Enterprise Edition - License & software assurance	2	\$5,924.84	\$11,849.68

Charge to: 5423500

Submitted by: Claudia Perez Date: 03/18/2013

Approved by: [Signature] Date: 3/18/13
IT Director / Assistant IT Director

Galveston County Information Technology

Call Report - Call Number 51897

Call Details as at 10:57:08 AM, 3/25/2013

Call Details

Type:	Request	Customer:	Perez, Claudia
Call Ref/Job Ref:	/	Customer VIP Status:	Unspecified
IPK Status:	Service Request	Telephone:	409-770-6201
IPK Stream:	Default	Organization:	Information Technology
Service:	INFORMATION REQUEST	Location:	Courthouse Main
Config Item:	BILLABLE HOURS	Logged By:	Perez, Claudia
Outage Created:	N	Current Officer:	Allen, JJ
Call Priority:	Low	Current Group:	Administration
Call State:	Open	Forward to Officer:	Michaels, Lauren
Call Status:	Undefined	Forward to Group:	
Call Physical Status:	Forward Internally		
Call Description:	Purchase request for MS Exchange 2010 licenses. See attachment		

Call Dates, Times and Expenses

Logged:	3/22/2013 5:47:09 PM	Time Solving:	0 hrs 31 mins	Total Expenses:	\$0.00
Last Action:	3/25/2013 10:48:11 AM	Downtime:	65 hrs 10 mins		

Objects

Object Name	Upload/Update Date	Description	Security Profile
5WH_Quote.pdf	3/22/2013 5:48:24 PM	5wh_quote	Unspecified

Call History

Action Date / Time	Officer	Portal	Security Profile	Action Description
3/22/2013 5:47:09 PM	Perez, Claudia	Y	Unspecified	[Object 5WH_Quote.pdf Uploaded] 5wh_quote
3/22/2013 5:47:09 PM	Perez, Claudia	N	Unspecified	[Call Updated]
3/22/2013 5:48:43 PM	Perez, Claudia	N	Unspecified	[IPK rule Route calls from Service Desk over-ridden by Perez, Claudia]
3/22/2013 5:48:50 PM	Perez, Claudia	N	Unspecified	[Call Forward Internally to Group (Administration)]
3/25/2013 10:47:17 AM	Allen, JJ	N	Unspecified	[Open Forwarded Call by Allen, JJ]
3/25/2013 10:48:02 AM	Allen, JJ	N	Unspecified	[Call Updated]
				Please do bidcon.
3/25/2013 10:48:11 AM	Allen, JJ	N	Unspecified	[Call Forward Internally to Michaels, Lauren (Administration)]

**eQuote**

eQuote Number: 1059

Payment Terms:
Expiration Date: 04/08/2013**Quote Prepared For**

John Clarke
Galveston County Commissioners
2516 Texas Ave
Texas City, TX 77590
USA
Phone: (409) 770-5806
John.Clarke@co.galveston.tx.us

Quote Prepared By

Jason Voyles
Net Sales Direct (NSD)
P.O. Box 337
Humble, TX 77338
USA
Phone:
Fax:
jason@netsalesdirect.com

ITEM#	QUANTITY	ITEM NAME	UNIT PRICE	EXTENDED PRICE
-------	----------	-----------	------------	----------------

One-Time Items

1)	2	Software Microsoft Exchange Server Enterprise Edition - license & software assurance Mfg Part Number#395-02391	\$5,924.84	\$11,849.68
----	---	---	------------	-------------

One-Time Total **\$11,849.68****Comment:****SubTotal** **\$11,849.68**
Total **\$11,849.68**

Authorizing Signature _____

Date _____

Interest Charges on Past Due Accounts and Collection Costs Overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.

C7305572

Quiroga, Erin

From: Carlos Martinez [Carlosa.Martinez@TigerDirect.com]
Sent: Monday, April 01, 2013 4:27 PM
To: Quiroga, Erin
Cc: Carlosa.Martinez@TigerDirect.com
Subject: Your TigerDirectB2B Quote# J3683931

**Quote No. J3683931****Expires:** 4/19/2013 12:00:00 AM**Bill To:**

Erin Quiroga
 Galveston County IT Dept
 PO BOX 1418
 ACCOUNTS PAYABLE
 GALVESTON, TX 77551
 4097705391

Ship To:

Claudia Perez
 Galveston County IT Dept
 722 Moody 2ND Floor

 Galveston, TX 77551
 4097705391

Dear Erin Quiroga,

This email contains your quote summary. Should you have any additional questions or wish to complete your order, please feel free to call us at 8663103984. Please refer to quote number J3683931 when contacting us for assistance.

Regards,

Carlos Martinez
 8663103984

Carlosa.Martinez@TigerDirect.com
 TigerDirectB2B

SKU	Manuf Part No	SKU Description	Unit Price	Qty	Total
YYS1-932013	395-02391	EXCHANGE SERVER FOR WINDOWS ENTERPRISE EDITION SOF	\$ 4,200.00	2	\$8,400.00

Purchase Order:

Shipping Method Ground (2 to 6 days)

Total for all Items \$ 8,400.00

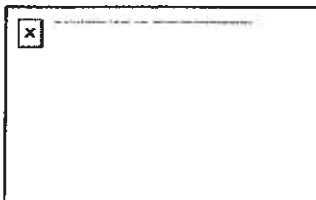
Shipping & Handling: \$ 0.00

Sales Tax: \$ 0.00

Quote Total: \$ 8,400.00

Lease Payments as low as \$232.76/mo. ****Click here for details**
 or contact your account manager.

Payment Method:



Save money on Microsoft software and gain license transfer rights, access to downloads, and host of other benefits thru Volume Licensing. Call your rep for details.

Please ask me about the Microsoft's Big Easy 8.0

Ask your agent about installation. We now offer expert hardware and software deployment services. No job is too big for us to handle from a simple small network to an enterprise level rollout.

Thank you for the opportunity to provide you with the pricing and information above.



Terms & Conditions

- Sales tax will be charged where applicable unless a tax-exempt certificate is on file.
- Special buy prices are subject to change without notice in the event the manufacturer/supplier raises the price. Prices are subject to change on any Instant Rebate item.
- This offer shall be valid for 1 day. Because of market volatility, memory & CPU pricing are only valid for the same day as quotation, unless otherwise stated on this quote.
- This offer is contingent on quantity restrictions and is subject to product availability.
- Original or faxed copy of the purchase order is required on all PO orders.
- A Return Authorization Number (RMA) is required on all returns. The RMA can only be issued within 30 days of the original ship date. We reserve the right to charge a 15% re-stocking fee where applicable.
- Returns of defective and mis-picked software and some hardware are limited to exchanges only. Some defective hardware covered by the manufacturer's warranty must be handled directly through the respective manufacturer.
- All sales are final on special ordered items (no return, exchanges, or refunds).
- Shipping charges are contingent on quantity orders, total weight of products and unusual size.

Note: Due to the devastating floods affecting over 90% of our Hard Drive manufacturers. Hard Drive availability and pricing are subject to change without notice. This unforeseen issue has also carried over to any product(s) that contain a hard drive for example any desktops, servers, BTO, etc.

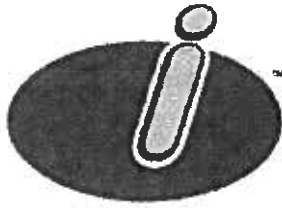
TigerDirectB2B is not responsible for typographical errors or omissions. This email was sent to erin.quiroga@co.galveston.tx.us in response to Order # J3683931.

Note that TigerDirectB2B never sells, rents, or shares your email address. For more information, please review the TigerDirectB2B Privacy Policy at: <http://biz.tigerdirect.com/sectors/aboutus/privacy.asp>

For Merchandise Returns: c/o TigerDirect Warehouse - 175 Ambassador Drive, Naperville, IL 60540

Copyright © 2012 - TigerDirect, Inc. 7795 West Flagler Street, Suite 35, Miami, FL 33144 (Corporate Headquarters: No Mail or Returns Accepted)

[LEGAL NOTICES](#) | [PRIVACY POLICY](#)



Intech Southwest
4778 Research Drive
San Antonio, Texas 78240
United States
<http://www.intechsouthwest.com>

Quotation

Date

Apr 1, 2013 3:32 PM CDT

Doc #

18736 - rev 1 of 1

Description

Microsoft Exchange Server w/Software Assurance

SalesRep

Kubanda, Michael
(P) 210-690-0000

Customer Contact

Quiroga, Erin
(P) 409-770-5372
erin.quiroga@co.galveston.tx.us

Customer

Galveston County (GC0895)
722 Moody Ave.
Galveston, Texas 77550
(P) (409) 770-6013

Bill To

Galveston County
Quiroga, Erin
722 Moody Ave.
Galveston, Texas 77550
(P) (409) 770-6013

Ship To

Galveston County
Quiroga, Erin
722 Moody Ave.
Galveston, Texas 77550
(P) (409) 770-6013

Customer PO: None	Terms: Undefined	Ship Via: UPS Ground
Special Instructions: None	Carrier Account #: None	

Item Description	Part #	List Price	Qty	Unit Price	Total
Microsoft Exchange Server Enterprise Edition					
1 License & software assurance - 1 server - GOV - MOLP: Government - Win - English	395-02391	\$4,843.00	2	\$4,403.00	\$8,806.00

DIR-SSD-1364

Subtotal: \$8,806.00
Tax (0.000%): \$0.00
Shipping: \$0.00
Total: \$8,806.00

Lease Options	
LeaseStation-Dollar Buy Out	\$865.07 / mo. for 12 mos. \$467.92 / mo. for 24 mos. \$336.67 / mo. for 36 mos. \$271.90 / mo. for 48 mos. \$233.77 / mo. for 60 mos.
LeaseStation-Fair Market Value	\$0.00 / mo. for 12 mos. \$371.86 / mo. for 24 mos. \$273.14 / mo. for 36 mos. \$236.91 / mo. for 48 mos. \$233.77 / mo. for 60 mos.

This quote is valid for 30 days from the Quotation Date. Please contact your sales representative for updated pricing if your order is placed after that time period.

RMA Policy: Defective merchandise must be returned within 15 days of receipt of product or manufacturer warranty applies for repair. Non-defective merchandise must be returned within 30 days of receipt. Non-defective product must be unopened and factory-sealed to be eligible for return. Intech Southwest offers a replacement only for unopened software returns. Returns will only be accepted if accompanied by a valid RMA number provided by Intech Southwest. Some special orders are non-returnable and the manufacturer must be contacted. Intech Southwest reserves the right to refuse the return of incomplete and opened products or charge a 15% restocking fee for returns that are accepted.



CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
DJPP687	3269894	4/1/2013

BILL TO:
GALVESTON COUNTY AUDITORS
OFFICE
PO BOX 1418

SHIP TO:
GALVESTON COUNTY AUDITORS
OFFICE
Attention To: ERIN QUIROGA
PO BOX 1418

Accounts Payable
GALVESTON, TX 77553-1418

GALVESTON, TX 77553-1418
Contact: ERIN QUIROGA 409.766.2220

Customer Phone #

Customer P.O. # CR305572 QUOTE

ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
CHRIS FUCHS 866.339.4117		ELECTRONIC DISTRIBUTION	Net 30 Days-Govt State/Local	GOVT-EXEMPT
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
2	346125	MS MBG EXCH SRVR ENT LIC/SA Mfg#: 395-02391 Contract: MARKET Electronic distribution - NO MEDIA	4,420.00	8,840.00
SUBTOTAL				8,840.00
FREIGHT				0.00
TAX				0.00
US Currency				
TOTAL				8,840.00

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.705.8262

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Quiroga, Erin

From: Meghan Reedy [Meghan_Reedy@SHI.com]
Sent: Tuesday, April 02, 2013 7:23 AM
To: Quiroga, Erin
Subject: RE: CR305572 Specs

Hi Erin,

I am sorry, but SHI cannot quote this at this time.

Thanks!

Meghan Reedy | SHI Government Solutions | Inside Account Manager (IAM)
| Meghan_Reedy@shi.com | www.texas.gs.shi.com Toll Free: 800-870-6079 Ext. 6150 | Fax: 512-732-0232

Innovative Solutions. World Class Support.
SHI is Software, Hardware and Integration

Would you like updates from SHI Government Solutions? Click here to register for our newsletter.

Please visit our new website where you will have the freedom to quote and order online.
www.publicsector.shidirect.com/tx

Choose your Vertical

Click New Account and Register

It is as simple as that!

How was my service? Contact - Senior_Management@shi.com

-----Original Message-----

From: Quiroga, Erin [<mailto:Erin.Quiroga@co.galveston.tx.us>]
Sent: Monday, April 01, 2013 4:19 PM
To: Meghan Reedy
Subject: CR305572 Specs
Importance: High

Good Afternoon,

Please provide a quote on the products listed in the attachment no later than 04/03/13 at 2:00pm CST.

Note - please provide an expiration date as well as any purchasing co-op information on your quotation

Feel free to contact me if you have any questions or concerns.



C12305572

Pricing Proposal

Quotation #: 6478801

Created On: 4/1/2013

Valid Until: 4/30/2013

GALVESTON CO

Erin Quiroga

722 MOODY 202

ATTN: ACCOUNTS PAYABLE

GALVESTON, TX 77550

United States

Phone: (409) 770-5391

Fax: (409) 766-2521

Email: Erin.Quiroga@co.galveston.tx.us

Account Representative

Kerri Fitzmorris

1301 South Mo-Pac Expressway

Suite 375

Austin, TX 78746

Texas@shi.com*

Phone: 1-800-870-6079

Fax: 512-732-0232

Email: Kerri_Fitzmorris@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft Exchange Server 2013 Enterprise - License - 1 server - Select, Select Plus - Win - Single Language Microsoft - Part#: 395-04489	2	\$2,670.00	\$5,340.00
<i>incorrect part #</i>			
Total			\$5,340.00

Additional Comments

Good afternoon. Here is the price quote you requested.

Please provide end-user contact information (first name, last name, and email address) for all orders. Not including this information may result in a delay in order processing.

Also, please include SHI quote number on your PO. Please contact me if you have any questions.

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

CR305572



7503 Standish Place
Rockville, MD 20855

QUOTATION

Quote # 23391946.01

PLEASE REFER TO THE ABOVE
QUOTE NUMBER WHEN ORDERING

Date: April 2, 2013

Valid through: May 2, 2013

Account #:

Account Executive: Morgan Towle

Phone: (800) 800-0019 ext. 33720

Fax: (603) 683-0578

Email: mtowle@govconnection.com

QUOTE PROVIDED TO:

AB#: 2192825
COUNTY OF GALVESTON
AUDITOR'S OFFICE
ATTN: ACCOUNTS PAYABLE, PO BOX 1418
GALVESTON, TX 77553

SHIP TO:

AB#: 10957197
COUNTY OF GALVESTON
722 MOODY AVE 2ND FL
INFORMATION TECHNOLOGY
GALVESTON, TX 77550

DELIVERY 1-30 Days A/R/O				FOB Destination		TERMS NET 30		CONTRACT ID #	
* Line #	Qty	Item #	Manuf. Part #	Description		Price		Ext	
1	1	254053	395-02391	Gov Open Licensing Exchange Server Enterprise License w / Software Assurance Microsoft Mob Government Licensing		\$4,827.77		\$4,827.77	
	Lines: 1					Total Merchandise		\$4,827.77	
						Fee			
						Ship Via: Small Pkg Ground Service Level		. pounds	
						Shipping and Handling		\$0.00	
						Tax			
						TOTAL		\$4,827.77	
						* Lease for as low as:			

ORDERING INFORMATION:

ERATE SPIN #: 143026005

CAGE CODE: 0GTJ3

FEDERAL EMPLOYER IDENTIFICATION NUMBER: 52-1837891

DUNS NUMBER: 80-967-8782

CEC: 80-068888K

Ordering Address:

Attn: *Your Account Managers Name*

GovConnection, Inc.

732 Milford Road

Merrimack, NH 03054

Please be sure to include the attached quote number on your purchase order

Remittance Address:

GovConnection, Inc.

Box 382810

Pittsburgh, PA 15250-8810

ACH Bank Information:

Bank: Citizens Bank

ABA#: 2110-7017-5

Account #: 1104119304

EFT Bank Information

Bank: Citizens Bank

ABA#: 0115-0012-0

Account #: 1104119304

Sales: 800-800-0019

Fax: 603-683-0374

Important Notice - Standard Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Standard Terms of Sale on the Company's website - govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative.

AGENDA ITEM #18.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department

1. Date of Request:	5/7/2013	2. Contract Type:	<input checked="" type="radio"/> Expense	Revenue	Other	3. Renewed Contract:	<input checked="" type="radio"/> Yes / No		
4. Department Name:	Information Technology			5. Department Contact:			JJ Allen		
6. Description:								Renewal for Remote Service Provider for IFAS support	
7. IFAS PEID No:	707408	8. IFAS Req No:		9. Orgkey:	1101159100	10. Object Code:	5423500		
11. Vendor:	Sungard			12. Vendor Contract No:					
13. Requested Legal Review:								Renewal, same terms as approved by legal last year.	
Yes / No (Explain if No)									

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Software Maintenance	5423500	108000	108000				
22. Totals:		108,000	108,000				

To Be Completed By Purchasing Department

Contract Start Date:	4/1/13	Auto Renewal Contract:	<input checked="" type="radio"/> Yes <input type="radio"/> No	Bid No:	N/A	
Contract End Date:	3/31/14	Contract # Issued By Purchasing:				CM13202

Approved By:

Signature

Date

Department Head:
AdminCor

[Signature]

5-7-13

Purchasing Agent:

[Signature]
5-7-13

County Legal:

Contract listed in Budget Documentation: ☒ Yes / No

County Budget Office:

[Signature]

5/7/2013

SUNGARD® PUBLIC SECTOR

SunGard Public Sector Inc. Remote Service Provider Addendum

RENEWAL

This Renewal Amendment is entered into under the terms and conditions of the existing Remote Service Provider Addendum dated April 5, 2006 (RSP Addendum) to the Software License Agreement (Agreement), between **SunGard Public Sector Inc.** (SunGard) and **Galveston County, TX** (Customer). Unless otherwise stated below, all terms and conditions of the RSP Addendum and the Agreement shall remain in effect.

1. **Renewal Term:** The RSP Addendum shall, unless terminated early by Customer, renew for a Term which begins April 1, 2013 and continues for a period of twelve (12) months. Thereafter, this Agreement will be renewed as may be mutually agreed upon by the parties at the time of renewal. Customer may terminate this renewal Agreement for any reason, no reason or for convenience upon thirty (30) days prior written notice to SunGard.
2. **Monthly RSP Fee(s):**
\$8,630.18 (for the period ending March 31, 2014)

Customer, as a governmental entity of the State of Texas, is exempt from the payment of taxes. In the event that there may be any applicable taxes for which Customer is not exempt, Customer shall be responsible for such taxes.

3. **Payment Terms:**

Monthly RSP Fees are billed in advance and, to the extent allowed under the provisions of what is commonly referred to as the Texas Prompt Payment Act, will be due upon the first day of the applicable month.

Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

The terms and conditions contained in this Renewal Amendment, including the prices, will be honored as set forth herein, provided this Renewal Amendment is executed by April 30, 2013.

Customer Acceptance:

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Authorized Signature	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date	Mark Henry, County Judge Printed Name
Attest: <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div>		
Dwight D. Sullivan County Clerk		

AGENDA ITEM #19.



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

Contract Approval Request

To Be Completed By Department

1. Date of Request:	4/1/2013	2. Contract Type:	<input checked="" type="radio"/> Expense	<input type="radio"/> Revenue	<input type="radio"/> Other	3. Renewal Contract:	<input checked="" type="radio"/> Yes <input type="radio"/> No		
4. Department Name:	Information Technology		5. Department Contact:					JJ Allen	
6. Description:								Software support for Barracuda Instant Replacement	
7. IFAS PEID No:	703308	8. IFAS Req No:		9. Orgkey:	1101159100	10. Object Code:	5423500		
11. Vendor:				SHI Govt Solutions				12. Vendor Contract No:	
13. Requested Legal Review:									
Yes <input checked="" type="radio"/> No <input type="radio"/> (Explain if No)								No, renewal standard support agreement.	

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Software Maintenance	5423500	1700	2788				
22. Totals:		1,700	2,788	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date:	5/12/13	Auto Renewal Contract:	Yes <input checked="" type="radio"/> No <input type="radio"/>	Bid No:	N/A	
Contract End Date:	5/12/14	Contract # Issued By Purchasing:				CM13194

Approved By:

Signature

Date

Department Head:

Purchasing Agent:

County Legal:

Contract listed in Budget Documentation: Yes / No

County Budget Office:

[Signature]

4-29-2013
5/7/2013

Perez, Claudia A

From: Barracuda Renewals [renewals@barracuda.com]
Sent: Thursday, April 11, 2013 5:04 AM
To: Perez, Claudia A
Subject: Energize Updates subscription expires soon

Hello from your Barracuda Message Archiver 650,

The Energize Updates Subscription for your Message Archiver 650, serial number BAR-MA-301087, will expire in 30 days on 2013/05/12.

Renewing your subscription will insure that you have no lapses in your real-time & hourly definition updates protecting you against threats of all types. It is important that you keep your protection up to date.

You can renew your Barracuda Subscription by contacting the Barracuda partner where you originally ordered your Message Archiver 650 or by clicking on this link:

http://www.barracudanetworks.com/renew?q=t&type=R&serial=BAR-MA-301087&product=archiver&domain=gc.pri&model=650&mode=inbound&locale=en_US&md5=5183d63c1728b1b66c7693e357e79b07

Sincerely,

Your Barracuda Message Archiver 650

Beginning END
5/12/2013 - 5/12/2014

NEWS

PRODUCTS

PURCHASE

SUPPORT

COMPANY

TRAINING & EVENTS

Support

A Global Support Network of Experts. **At Your Service.**



Overview

How can we help?

Knowledgebase

Quick answers.

Community Forum

Get support, talk shop.

Documentation

Whitepapers, Guides etc.

Malware Submission

We'll analyze it

Instant Replacement

Overview

"We know how important it is to have 100% uptime in corporate environments. We work hard to build reliable "carrier grade" equipment that gives our systems a 99.99% uptime."

We also understand that sometimes equipment can fail. We therefore offer the Barracuda Instant Replacement Service. With the Instant Replacement Service, we provide next business day shipping of replacement hardware.

If your Barracuda Networks product fails, we will ship you a replacement unit within 1 business day so you can get back up and running fast.

Hardware Refresh

Along with providing priority replacements in case of equipment failure, the Instant Replacement subscription also provides ongoing migration to the latest hardware platforms through the [Barracuda Hardware Refresh Program](#).

Normally, refresh units are purchased for a fee that represents a discount over the list price over a new hardware unit. However, Barracuda Networks will waive this fee if your old hardware unit is more than 4 years old and covered under an Instant Replacement subscription. This means that by maintaining an Instant Replacement subscription with your Barracuda appliance, you can continue receiving a new hardware unit every 4 years at absolutely no additional cost.

With this, the Instant Replacement program provides a single, convenient subscription that covers you in case of hardware failure and provides an affordable way to migrate to the most current hardware platform on an ongoing basis.

Benefits of Instant Replacement

Enhanced Support which provides phone and email support 24x7.

Data migration service for Barracuda Spam & Virus Firewalls. Barracuda Networks will assist movement of data and configuration from the old product to the new product if the old data is accessible.

Data recovery service for Barracuda Backup Servers. In the event of a disaster and upon request, Barracuda Networks will preload the most recent data and configuration stored by Barracuda Networks to the new product (note this may take additional time).

Hard Disk replacement on Barracuda Networks models that have swappable raid drives. Barracuda Networks will ship via standard shipping a hard disk replacement. Customer must return the failed hard disk to Barracuda Networks.

Frequently Asked Questions

How long does the Instant Replacement Service last?

The Instant Replacement Service begins on the date the Barracuda Networks product is activated and expires exactly one year, three years or five years from the activation date, depending on the specific service plan purchased.

If I don't buy the Instant Replacement at the time I purchase my Barracuda Networks product, can I buy it later?

You will have 60 days from the date of purchase of the Barracuda Networks product to decide if you wish to purchase the Instant Replacement Service. If you wish to purchase the Instant Replacement Service within the 60-day window, the Service will retroactively begin on the delivery date of the Barracuda Networks product and continue for the time period purchased.

What is not covered by the Instant Replacement Service?

The Instant Replacement Service does not cover:

Table of Contents

How long does the Instant Replacement Service last?

If I don't buy the Instant Replacement at the time I purchase my Barracuda Networks product, can I buy it later?

What is not covered by the Instant Replacement Service?

How Does the Instant Replacement Service Work?

May I transfer the Instant Replacement Subscriptions?

How do I renew Instant Replacement Service program?

External causes such as abuse, misuse or problems with electrical power
Servicing not authorized by Barracuda Networks
Usage that is not in accordance with product instructions
Failure to follow the product instructions or failure to perform preventive maintenance
Problems caused by using accessories, parts, or components not supplied by Barracuda Networks
Products with missing or altered serial numbers
Products for which Barracuda Networks has not received payment
Products that have been physically damaged

[Contact Us](#) | [Privacy Policy](#) | [Terms & Conditions](#) | © 2003 - 2013
Barracuda Networks, Inc. All rights reserved.

How Does the Instant Replacement Service Work?

If you purchased your product directly from Barracuda Networks, Inc

During your Instant Replacement Service period, if your product fails, you should contact Barracuda Networks. We will use commercially reasonable efforts to ship a replacement product within 1 business day (for US and Canada only). For customers outside the United States, we will use commercially reasonable efforts to ship a replacement product via express mail within one business day after receiving the request. Upon contacting Barracuda Networks, you must return the original product to us. We will issue a Return Material Authorization Number for you to include with the return and will require a valid credit card number or purchase order. We will not charge you for the replacement product as long as you return the original product to us within 30 days after shipment of the replacement product. If we do not receive the original product within 30 days, we will charge your credit card or process the purchase order at the current list price for that product. Barracuda Networks will pay all shipping costs for the replacement product, provided you reside in the US or Canada. The customer is responsible for shipping costs back to Barracuda Networks of the covered unit.

If you purchased your product from a Reseller

During the Instant Replacement Service period, if your product fails, you should contact your Reseller. Your Reseller will coordinate the shipment of a replacement product to you within 1 business day (for US and Canada only). For customers outside the United States, your Reseller will coordinate the shipment of a replacement product via express mail within one business day after receiving the request. Upon contacting your Reseller to request a replacement product, you must return the original product. Your Reseller will coordinate the issuance of a Return Material Authorization Number for you to include with the return. A valid credit card number or purchase order will be required at the time of issuing the Return Material Authorization Number. You will not be charged for the replacement product as long as you return the original product within 30 days after shipment of the replacement product. If the original product is not received within 30 days, your credit card will be charged or the purchase order will be processed at the current list price for that product. Barracuda Networks will pay all shipping costs for the replacement product, provided you reside in the US or Canada. Alternatively, you may contact Barracuda Networks directly to coordinate the replacement and return of the original product, provided you have not already contacted your Reseller.

May I transfer the Instant Replacement Subscriptions?

Instant Replacement Subscriptions belong to the original purchaser and may NOT be transferred under any circumstances.

How do I renew Instant Replacement Service program?

If you purchased your product directly from Barracuda Networks

Before the Instant Replacement Service program expires, please contact Barracuda Networks at (408) 342-5400 or 1 (888) Anti-Spam, Monday-Friday, 9 a.m. - 6 p.m. (PT) to renew. Please have your product serial number available.

If you purchased your product from a Reseller

Before the Instant Replacement Service program expires, you should contact your Reseller. The Reseller will coordinate your renewal. Alternatively, you may contact Barracuda Networks directly to renew your Instant Replacement service, provided you have not already contacted your Reseller.

Site Map

[News](#)
[Products](#)
[Purchase](#)
[Support](#)
[Company](#)
[Training & Events](#)
[Sitemap](#)

Resources

[Customer Login](#)
[Partner Portal](#)
[Barracuda University](#)
[Community Forum](#)
[Trade Compliance](#)
[Environmental Compliance](#)

Our Websites

[Barracuda Central](#)
[Barracuda Labs](#)
[BarracudaWare](#)
[CudaTel](#)
[CudaEye](#)

Stay Connected



Contact Us

Phone: +1 408 342 5400 / 888 268 4772

General: info@barracuda.com

Sales: sales@barracuda.com

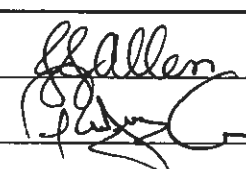

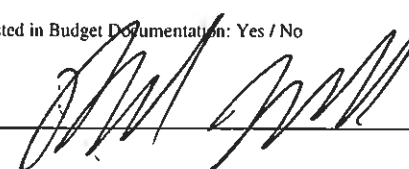
Support: support@barracuda.com

[view more](#)



**GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request**

To Be Completed By Department							
1. Date of Request: 4/1/2013		2. Contract Type: <u>Expense</u> Revenue Other			3. Renewal Contract: <u>Yes</u> No		
4. Department Name: Information Technology				5. Department Contact: JJ Allen			
6. Description: Software support for Barracuda Energize Updates							
7. IFAS PEID No: 703308		8. IFAS Req No:		9. Orgkey: 1101159100		10. Object Code: 5423500	
11. Vendor: SHI Govt Solutions				12. Vendor Contract No:			
13. Requested Legal Review: Yes <u>No</u> (Explain if No) No, renewal standard support agreement.							
Expenditure Budget / Revenue Projections							
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Software Maintenance	5423500	1700	3422				
22. Totals:		1,700	3,422	-	-	-	-
To Be Completed By Purchasing Department							
Contract Start Date: 5/12/13		Auto Renewal Contract: Yes <u>No</u>		Bid No: N/A			
Contract End Date: 5/12/14		Contract # Issued By Purchasing: CM13195					

Approved By:	Signature	Date
Department Head: _____		
Purchasing Agent: _____		4-29-2013
County Legal: _____		
Contract listed in Budget Documentation: Yes / No		
County Budget Office: _____		5/1/2013

NEWS

PRODUCTS

PURCHASE

SUPPORT

COMPANY

TRAINING & EVENTS

Support

A Global Support Network of Experts. **At Your Service.**

**Overview**

How can we help?

Knowledgebase

Quick answers.

Community Forum

Get support, talk shop.

Documentation

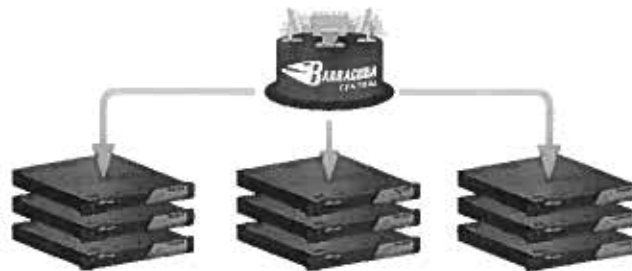
Whitepapers, Guides etc.

Malware Submission

We'll analyze it

Energize Updates

Barracuda Energize Updates provide your Barracuda Networks product with protection from the latest Internet threats. The team at Barracuda Central continuously monitors the Internet for new trends in network security threats and develops strategies to mitigate those threats.



Energize Updates deliver the latest definitions most appropriate to your product -- spam, virus, content categories, spyware filter, intrusion prevention, IM protocols, policies, security updates, attacks and document formats.

These updates are sent out hourly or more frequently if needed, to ensure that you always have the latest and most comprehensive protection.

Barracuda Energize Updates subscriptions must be purchased with any Barracuda Networks appliance to provide complete protection from the latest internet threats. Subscriptions can be purchased for 1, 3 or 5 year terms.

Energize Update subscriptions will be provided for up to 5 years for a particular hardware platform. Hardware can be easily refreshed at any time through the "Barracuda Hardware Refresh Program". Any unused portion of Energize Updates subscription will automatically be transferred to the new hardware platform.

Benefits of Energize Updates

Basic Support, which includes email support 24x7 and phone support between the hours of 9 a.m. and 5 p.m. Monday through Friday in the US (Pacific Time), Japan, China, Austria and the United Kingdom time zones.

Firmware Maintenance which includes new firmware updates with feature enhancements and bug fixes.

Security Updates to patch or repair any security vulnerabilities.

Optional participation in the **Barracuda Early Release Firmware** program.

Frequently Asked Questions

How long does the Energize Update Service last?

The Energize Update Service begins on the date the Barracuda Networks product is activated and expires exactly one year, three years or five years from the delivery date, depending on the specific service plan purchased.

What is included in the Energize Update?

The Energize Update includes email support 24x7 and phone support between the hours of 9 a.m. and 5 p.m. Monday through Friday in the US (Pacific Time), Japan, China, Austria and the United Kingdom time zones. Firmware Maintenance, which includes new firmware updates with feature enhancements and bug

Table of Contents

How long does the Energize Update Service last?

What is included in the Energize Update?

Do I have to buy the Energize Update subscription?

Can I upgrade to a 3 or 5 year subscription period if I originally purchased only 1 year?

May I transfer the Energize Update Subscriptions?

How do I renew my Energize Update Subscription?

What happens if I let my Energize Updates expire?

fixes. Security updates to patch or repair any security vulnerabilities, and optional participation in the Barracuda Early Release Firmware Program.

Do I have to buy the Energize Update subscription?

Yes, All Barracuda Networks products must be purchased with an Energize Update subscription.

Can I upgrade to a 3 or 5 year subscription period if I originally purchased only 1 year?

Yes, you have 60 days from your date of purchase (initial purchase or renewal purchase) to extend your subscription period.

May I transfer the Energize Update Subscriptions?

Energize Updates Subscriptions belong to the original purchaser and may NOT be transferred under any circumstances.

How do I renew my Energize Update Subscription?

If you purchased your product directly from Barracuda Networks

Before the Energize Update subscription expires, please contact Barracuda Networks at (408) 342-5400 or 1 (888) Anti-Spam, Monday-Friday, 9 a.m. - 6 p.m. (PT) to renew. Please have your product serial number available.

If you purchased your product from a Reseller

Before the Energize Update subscription expires, you should contact your Reseller, the Reseller will coordinate your renewal.

What happens if I let my Energize Updates expire?

Letting your Energize Updates expire immediately puts your company's passwords, usernames, intellectual property and your employee's personal and banking information at risk. While your Barracuda product will continue to operate as before, without receiving real-time and hourly updates your network and users will no longer be protected from any future viruses, spyware, malware and spam that get released in the wild. Furthermore, you will no longer have access to our industry leading technical support team.

Can I renew after the expiration date of my Energize Update?

Yes, you can renew at any time after the expiration date of your Energize Update but please note all subscriptions will start from the expiration of the previous subscription term.

I renewed 4 months late for a 1-year term but only got 8 months left of my subscription, why?

All renewal subscriptions start from the expiration date of the previous subscription term, meaning if you renew 4 months late your subscription will only have 8 months left. Once renewed you will be sent all updates, patches and firmware releases you missed during your 4 month lapse ensuring you still get what you paid for, a 12 month subscription of updates & firmware releases.

By enforcing a policy of "continuous subscriptions" we can confidently stand behind the quality and performance of our products knowing they have received every security patch and firmware update released.

Can I renew after the expiration date of my Energize Update?

I renewed 4 months late for a 1-year term but only got 8 months left of my subscription, why?

[Contact Us](#) | [Privacy Policy](#) | [Terms & Conditions](#) | © 2003 - 2013 Barracuda Networks, Inc. All rights reserved.

Site Map

[News](#)
[Products](#)
[Purchase](#)
[Support](#)
[Company](#)
[Training & Events](#)
[Sitemap](#)

Resources

[Customer Login](#)
[Partner Portal](#)
[Barracuda University](#)
[Community Forum](#)
[Trade Compliance](#)
[Environmental Compliance](#)

Our Websites

[Barracuda Central](#)
[Barracuda Labs](#)
[BarracudaWare](#)
[CudaTel](#)
[CudaEye](#)

Stay Connected



Contact Us

Phone: +1 408 342 5400 / 888 268 4772

General: info@barracuda.com

Sales: sales@barracuda.com

Support: support@barracuda.com

[view more](#)

Perez, Claudia A

From: Barracuda Renewals [renewals@barracuda.com]
Sent: Thursday, April 11, 2013 5:04 AM
To: Perez, Claudia A
Subject: Energize Updates subscription expires soon

Hello from your Barracuda Message Archiver 650,

The Energize Updates Subscription for your Message Archiver 650, serial number BAR-MA-301087, will expire in 30 days on 2013/05/12.

Renewing your subscription will insure that you have no lapses in your real-time & hourly definition updates protecting you against threats of all types. It is important that you keep your protection up to date.

You can renew your Barracuda Subscription by contacting the Barracuda partner where you originally ordered your Message Archiver 650 or by clicking on this link:

http://www.barracudanetworks.com/renew?q=t&type=R&serial=BAR-MA-301087&product=archiver&domain=gc.pri&model=650&mode=inbound&locale=en_US&md5=5183d63c1728b1b66c7693e357e79b07

Sincerely,

Your Barracuda Message Archiver 650

Beginning END
5/12/2013 - 5/12/2014



admin

Log Off English

Search...

MESSAGE ARCHIVER 650 BASIC MAIL SOURCES POLICY USERS ADVANCED

Status

Search

Virus Checking

IP Configuration

Administration

Reports

Online Help Search

Error: Share "BMA1" is currently inaccessible.

Message Statistics

Help

	Total	Day	Hour
Inbound Emails	6,042,446	3,125	43
Internal Emails	4,526,285	2,712	3
Outbound Emails	1,471,449	923	0
Appointments	0	0	0
Contacts	0	0	0
Notes	0	0	0
Tasks	0	0	0
Social Media	0	0	0
Other	0	0	0
Total Messages	12,040,180	6,760	46

Performance Statistics

Help

System Load:	4%
CPU 1 Fan Speed:	9060 RPM
CPU 2 Fan Speed:	9310 RPM
CPU 3 Fan Speed:	9060 RPM
CPU 1 Temperature:	47.0°C
System Temperature 2:	37.8°C
Firmware Storage:	72%
Mail/Log Storage:	27%
RAID Unit 0:	Fully Operational
Index Queue Length:	0
Last Message Archived:	2013-04-29 12:00:44
Cloud Control:	Not Connected

Policy Statistics

Policy Definitions

Help

	Total	Day	Hour
Personal Email	27,171	4	0
Total Policy	27,171	4	0

Storage Statistics

Help

	Total	Day	Hour
Effective	1480 GB	691 MB	7 MB
On Disk	907 GB	442 MB	4 MB
Reduction	38.7%	35.9%	34.9%

Subscription Status

Refresh

Help

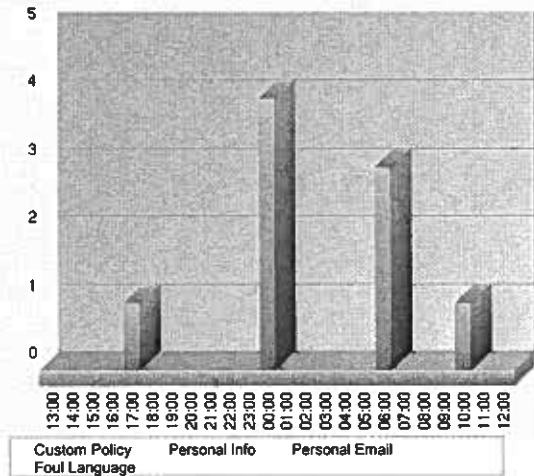
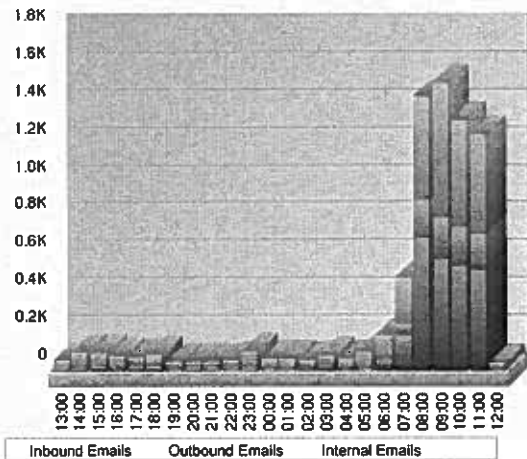
Energize Updates: Warning (Expires: 2013-05-12)
(Click here to renew)

Instant Replacement: Warning (Expires: 2013-05-12)
(Click here to renew)

Premium Support: Not Purchased

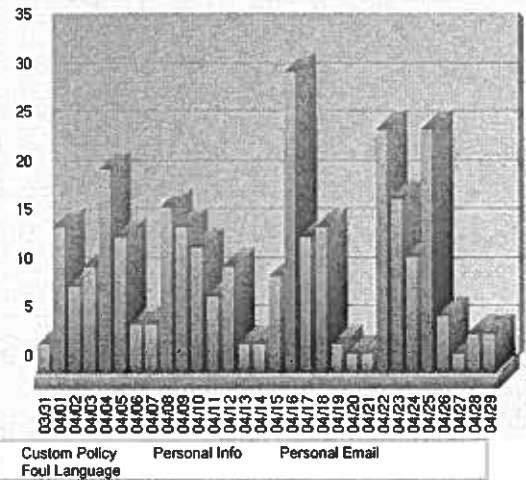
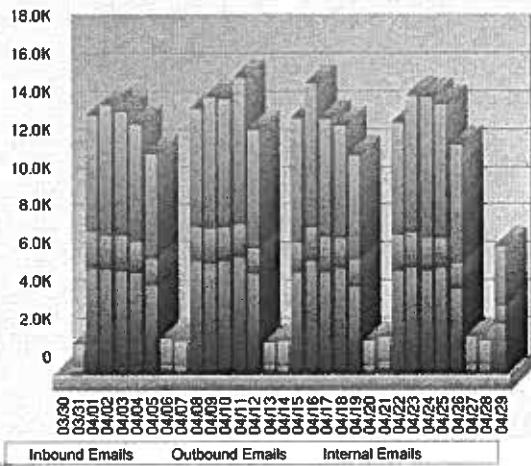
Hourly Statistics

Help



Daily Statistics

Help



Serial #BAR-MA-301087 1636
Firmware v3.2.0.015 (2013-01-25 09:01:12)
Model: 650
Virus definition v3.6 0.1643
Policy definition v1.2.1
Document definition v1.5.7



Copyright © 2004-2013 Barracuda Networks, Inc.



admin

Log Off

English

MESSAGE ARCHIVER 650

BASIC

MAIL SOURCES

POLICY

USERS

ADVANCED

Search...

Status

Search

Virus Checking

IP Configuration

Administration

Reports

Online Help Search

Error: Share "BMA1" is currently inaccessible.

Message Statistics

Help

	Total	Day	Hour
Inbound Emails	6,042,446	3,125	43
Internal Emails	4,526,285	2,712	3
Outbound Emails	1,471,449	923	0
Appointments	0	0	0
Contacts	0	0	0
Notes	0	0	0
Tasks	0	0	0
Social Media	0	0	0
Other	0	0	0
Total Messages	12,040,180	6,760	46

Performance Statistics

Help

System Load:	4%
CPU 1 Fan Speed:	9060 RPM
CPU 2 Fan Speed:	9310 RPM
CPU 3 Fan Speed:	9060 RPM
CPU 1 Temperature:	47.0°C
System Temperature 2:	37.8°C
Firmware Storage:	72%
Mail/Log Storage:	27%
RAID Unit 0:	Fully Operational
Index Queue Length:	0
Last Message Archived:	2013-04-29 12:00:44
Cloud Control:	Not Connected

Policy Statistics

Policy Definitions

Help

	Total	Day	Hour
Personal Email	27,171	4	0
Total Policy	27,171	4	0

Storage Statistics

Help

	Total	Day	Hour
Effective	1480 GB	691 MB	7 MB
On Disk	907 GB	442 MB	4 MB
Reduction	38.7%	35.9%	34.9%

Subscription Status

Refresh

Help

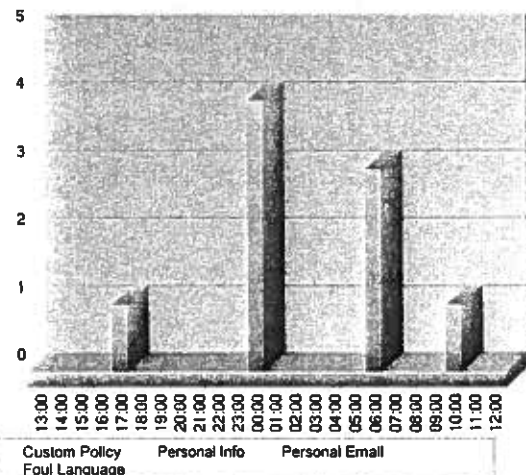
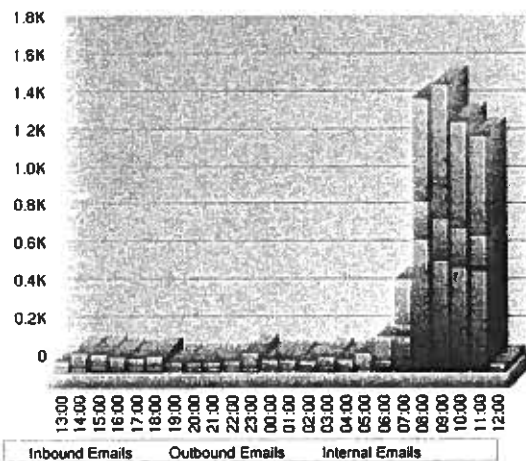
Energize Updates: Warning (Expires: 2013-05-12)
(Click here to renew)

Instant Replacement: Warning (Expires: 2013-05-12)
(Click here to renew)

Premium Support: Not Purchased

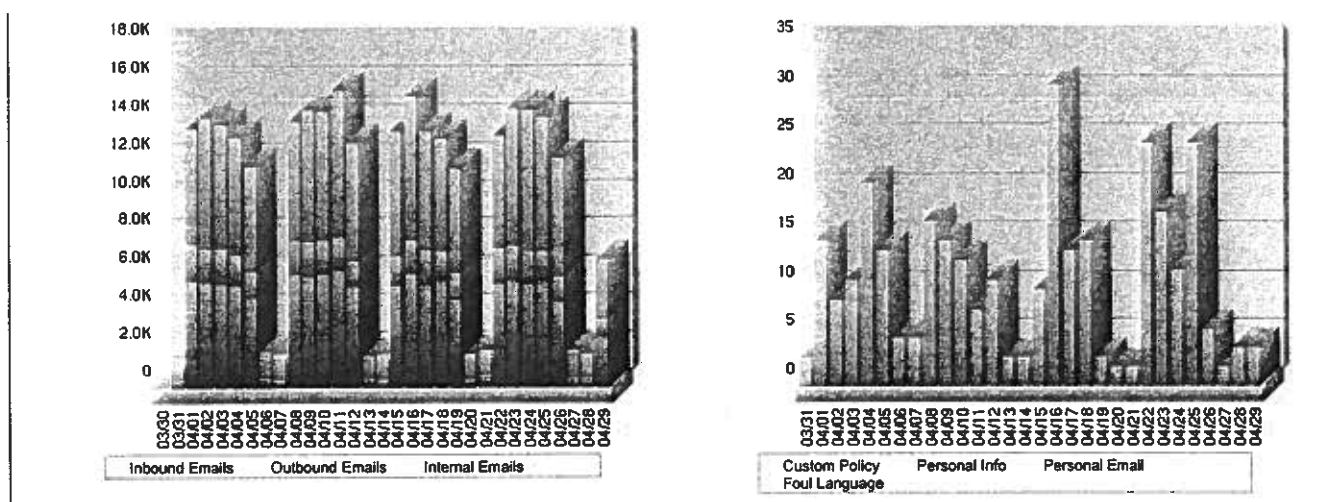
Hourly Statistics

Help



Daily Statistics

Help



Serial #BAR-MA-301087 1638
Firmware v3.2.0.015 (2013-01-25 09:01:12)
Model: 650
Virus definition v3.6 0.1643
Policy definition v1.2.1
Document definition v1.5.7



Copyright © 2004-2013 Barracuda Networks, Inc.



Date : 19-Mar-2013

Date Required : 25-Mar-2013

I certify the above are required for discharge of my official duties, and I hereby authorize the Purchasing Agent to commit budgeted funds for the purchase thereof and further certify that the requisition contains all separate, sequential and/or components of the item(s) listed, and that requirements are not requested in a manner to avoid competitive bidding process.

DHFT

Init/Date

CR#CR305383

Vendors Contacted:

Quotations obtained by:

Contract
Agreed Price

Date ordered: 20

PURCHASING AGENT



Galveston County

INFORMATION TECHNOLOGY

**5WH BARRACUDA MESSAGE ARCHIVER SUBSCRIPTION
RENEWAL**

Who: IT-Infrastructure

What: Barracuda Message Archiver 650 (Serial Number 301087) –
1 Yr Energize Updated Subscription
1 Yr Instant Replacement Subscription

Where: IT Datacenter

When: 4/12/2013

Why: The Barracuda Message Archiver 650 is an appliance which allows the county the ability to archive email communications sent and received by users throughout our organization.

How: Obtain subscription renewal from an authorized vendor. Renewal form from Barracuda attached for estimated costs.

Estimated costs:

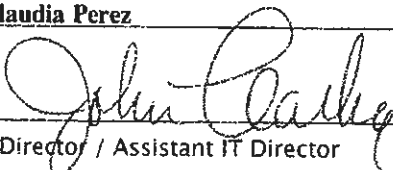
1 Yr renewal EU \$4049

1 Yr renewal IR \$3299

Total \$7348

Charge to: 5423500

Submitted by: Claudia Perez **Date:** 03/18/2013

Approved by:  **Date:** 3/18/13
IT Director / Assistant IT Director

Galveston County Information Technology Call Report - Call Number 51421

Call Details as at 9:55:41 AM, 3/19/2013

Call Details

Type: Request	Customer: Perez, Claudia
Call Ref/Job Ref: /	Customer VIP Status: Unspecified
IPK Status: Service Request	Telephone: 409-770-6201
IPK Stream: Default	Organization: Information Technology
Service: PURCHASE REQUEST	Location: Courthouse Main
Config Item: EMAIL	Logged By: Perez, Claudia
Outage Created: N	Current Officer: Michaels, Lauren
Call Priority: Low	Current Group: Administration
Call State: Open	Forward to Officer:
Call Status: In progress	Forward to Group:
Call Physical Status: In Progress	
Call Description: Renewal for Barracuda Message Archiver 650 - See attachment	

Call Dates, Times and Expenses

Logged: 3/18/2013 2:07:26 PM	Time Solving: 0 hrs 22 mins	Total Expenses: \$0.00
Last Action: 3/19/2013 9:55:32 AM	Downtime: 19 hrs 48 mins	

Objects

Object Name	Upload/Update Date	Description	Security Profile
Scan_5wh_quote.pdf	3/18/2013 2:09:24 PM	5WH	Unspecified

Call History

Action Date / Time	Officer	Portal	Security Profile	Action Description
3/18/2013 2:07:26 PM	Perez, Claudia	Y	Unspecified	[Object Scan_5wh_quote.pdf Uploaded] 5WH
3/18/2013 2:07:26 PM	Perez, Claudia	N	Unspecified	[Call Updated]
3/18/2013 2:09:38 PM	Perez, Claudia	N	Unspecified	[IPK rule Route calls from Service Desk over-ridden by Perez, Claudia]
3/18/2013 2:09:43 PM	Perez, Claudia	N	Unspecified	[Call Forward Internally to Group (Administration)]
3/18/2013 2:11:47 PM	Allen, JJ	N	Unspecified	[Open Forwarded Call by Allen, JJ]
3/18/2013 2:12:38 PM	Allen, JJ	N	Unspecified	[Call Deferred : In progress] [In progress]
3/19/2013 8:53:40 AM	Allen, JJ	N	Unspecified	[Call Actioned by Allen, JJ]
3/19/2013 8:54:41 AM	Allen, JJ	N	Unspecified	[Call Forward Internally to Michaels, Lauren (Administration)] Lauren, please do bidcon
3/19/2013 9:55:32 AM	Michaels, Lauren	N	Unspecified	[Open Forwarded Call by Michaels, Lauren]

Complex IT simplified.™ +1 408 342 5400 / 888 268 4772

[Customer Login](#) [Partner Portal](#) [English](#)[NEWS](#)[PRODUCTS](#)[PURCHASE](#)[SUPPORT](#)[COMPANY](#)[TRAINING & EVENTS](#)

Purchase

It's Time to Reclaim Your Network.

[Purchase Online](#)
Directly from us.[Purchase via Partner](#)
We'll get you connected.[Contact a Sales Rep](#)
Questions? Let's talk.[Request a Free Evaluation](#)
30 days, risk free![Renew Online](#)
Quick and easy.

Renew Online

Welcome again!

Renewing a Barracuda Product is quick and easy.



Questions?

If you have any questions regarding renewing your Barracuda Product, please contact your Barracuda Renewal Representative.

Product Information

Product

Barracuda Message Archiver 650

Serial Number

301087

Default Domain

gc.pri

Energize Updates

1 Year (\$4049)

Instant Replacement

1 Year (\$3299)

EXPIRES: 2015-09-11

EXPIRES: 2015-09-11

Contact Information

First Name

Last Name

Company Name

Email

Phone Number

Billing Information

Cardholder's Name

Credit Card No.

Expiration Date

1

2013

Shipping Information

Country

United States

Street Address

City

State/Province

Select a State

Zip/Postal Code

Accept the Agreement

☐

I accept the Renewal Agreement

SUBMIT ORDER

Site Map

[News](#)
[Products](#)
[Purchase](#)
[Support](#)
[Company](#)
[Training & Events](#)
[Sitemap](#)

Resources

[Customer Login](#)
[Partner Portal](#)
[Barracuda University](#)
[Community Forum](#)
[Trade Compliance](#)
[Environmental Compliance](#)

Our Websites

[Barracuda Central](#)
[Barracuda Labs](#)
[BarracudaWare](#)
[CudaTel](#)
[CudaEye](#)

Stay Connected



Contact Us

Phone: +1 408 342 5400 / 888 268 4772

General: info@barracuda.comSales: sales@barracuda.comSupport: support@barracuda.com[view more](#)

Xerox WorkCentre 7345

Transmission Report


Date & Time : 03/19/2013 01:53 PM

Page : 1 (Last Page)

Document has been sent.

Job Date & Time

03/19/2013 01:53 PM



Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY
 Deliver To : INFORMATION TECHNOLOGY
 Date : 19-Mar-2013
 Date Required : 22-Mar-2013

Quantity	Unit	Description	Unit Price	Total	#1	#2	#3
1	EA	SOFTWARE MAINTENANCE BARACUDA					
		MESSAGE ARCHIVER 656 1 YR ENRGIZE					
		UPDATES SERIAL NUMBER 301087					
1	EA	SOFTWARE MAINTENANCE BARACUDA					
		MESSAGE ARCHIVER 656 1 YR INSTANT					
		REPLACEMENT SERIAL NUMBER 301087					
		TOTAL					
		REQUESTED BY CLAUDIA PRUEZ					
		CALL NUMBER 31021					
		FOR RENEWAL FOR BARACUDA MESSAGE					
		ARCHIVER 650					

I certify the above are required for the purpose of my official duties, and I hereby authorize the purchase agent to transmit this report to the appropriate authority and further certify that the requisition number, all requisites, sequential number of the requisition, and that requisition number are not required as a requisition to avoid competitive bidding process.

MAINT
 BHFF
 Charge to W/C : 11011591005423500
 Vendor's Comments:
 Suggested Vendor : BDCON
 I have this date order the above material or services from
 Vendor Number :
 Questions obtained by:
☐ Signed With
☐ Verbal Quotation
 Purchase Order No.
 Date ordered
 Contract
 Agreed Price
 70
 PURCHASING AGENT

Date & Time Sent

03/19/2013 01:53 PM
 03/19/2013 01:53 PM
 03/19/2013 01:53 PM

Recipient Information

Erin.Quiroga@co.galveston.tx.us
 prodoc@co.galveston.tx.us
 IT-Admin@co.galveston.tx.us

Result

Completed
 Completed
 Completed



C12305883

Pricing Proposal
Quotation #: 6458010
Created On: 3/26/2013
Valid Until: 3/29/2013

GALVESTON CO

Erin Quiroga
722 MOODY 202
ATTN: ACCOUNTS PAYABLE
GALVESTON, TX 77550
United States
Phone: (409) 770-5391
Fax: (409) 766-2521
Email: Erin.Quiroga@co.galveston.tx.us

Inside Account Manager

Meghan Reedy
1301 South Mo-Pac Expressway
Suite 375
Austin, TX 78746
Phone: 1-800-870-6079
Fax: 512-732-0232
Email: Meghan_Reedy@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Barracuda Energize Updates - Virus definitions update - hourly updates - 1 year - for Message Archiver 650 Barracuda Networks - Part#: BMA650A-E1 Note: DIR-SDD-1009	1	\$3,422.00	\$3,422.00
2 Barracuda Instant Replacement - Extended service agreement - replacement - 1 year - shipment - 24 h - for Message Archiver 650 Barracuda Networks - Part#: BMA650A-H1 Note: DIR-SDD-1009	1	\$2,788.00	\$2,788.00
Total			\$6,210.00

Additional Comments

Good afternoon. Here is the price quote you requested.

Please provide end-user contact information (first name, last name, and email address) for all orders. Not including this information may result in a delay in order processing.

Also, please include SHI quote number on your PO. Please contact me if you have any questions.

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

Quiroga, Erin

CR305383

From: Carlos Martinez [Carlosa.Martinez@TigerDirect.com]
Sent: Tuesday, March 26, 2013 8:23 AM
To: Quiroga, Erin
Cc: Carlosa.Martinez@TigerDirect.com
Subject: Your TigerDirectB2B Quote# J3622273



Quote No. J3622273

Expires: 5/11/2013 12:00:00 AM

Bill To:

Erin Quiroga
Galveston County IT Dept
PO BOX 1418
ACCOUNTS PAYABLE
GALVESTON, TX 77551
4097705391

Ship To:

Claudia Perez
Galveston County IT Dept
722 Moody 2ND Floor

Galveston, TX 77551
4097705391

Dear Erin Quiroga,

This email contains your quote summary. Should you have any additional questions or wish to complete your order, please feel free to call us at 8663103984. Please refer to quote number J3622273 when contacting us for assistance.

Regards,

Carlos Martinez
8663103984

Carlosa.Martinez@TigerDirect.com
TigerDirectB2B

SKU	Manuf Part No	SKU Description	Unit Price	Qty	Total
YYS1-1994632	BMA650A-E1	1 YEAR ENERGIZE UPDATES FOR BARRACUDA MESSAGE ARCH	\$ 3,660.93	1	\$3,660.93
YYS1-1994635	BMA650A-H1	1 YEAR INSTANT REPLACEMENT FOR BARRACUDA MESSAGE A	\$ 2,982.81	1	\$2,982.81

Purchase Order:

Shipping Method Ground (2 to 6 days)

Total for all Items \$ 6,643.74

Shipping & Handling: \$ 0.00

Sales Tax: \$ 0.00

Quote Total: \$ 6,643.74

Lease Payments as low as \$184.10/mo. [Click here for details](#)
or contact your account manager.

Payment Method:



Additional comments:

Prices subject to change after 03/31/2013



Save money on Microsoft software and gain license transfer rights, access to downloads, and host of other benefits thru Volume Licensing. Call your rep for details.

Please ask me about the Microsoft's Big Easy 8.0

Ask your agent about installation. We now offer expert hardware and software deployment services. No job is too big for us to handle from a simple small network to an enterprise level rollout.

Thank you for the opportunity to provide you with the pricing and information above.



Terms & Conditions

- Sales tax will be charged where applicable unless a tax-exempt certificate is on file.
- Special buy prices are subject to change without notice in the event the manufacturer/supplier raises the price. Prices are subject to change on any Instant Rebate item.
- This offer shall be valid for 1 day. Because of market volatility, memory & CPU pricing are only valid for the same day as quotation, unless otherwise stated on this quote.
- This offer is contingent on quantity restrictions and is subject to product availability.
- Original or faxed copy of the purchase order is required on all PO orders.
- A Return Authorization Number (RMA) is required on all returns. The RMA can only be issued within 30 days of the original ship date. We reserve the right to charge a 15% re-stocking fee where applicable.
- Returns of defective and mis-picked software and some hardware are limited to exchanges only. Some defective hardware covered by the manufacturer's warranty must be handled directly through the respective manufacturer.
- All sales are final on special ordered items (no return, exchanges, or refunds).
- Shipping charges are contingent on quantity orders, total weight of products and unusual size.

Note: Due to the devastating floods affecting over 90% of our Hard Drive manufacturers. Hard Drive availability and pricing are subject to change without notice. This unforeseen issue has also carried over to any product(s) that contain a hard drive for example any desktops, servers, BTO, etc.

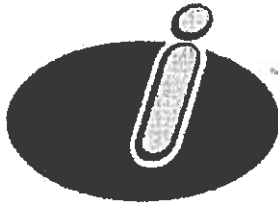
TigerDirectB2B is not responsible for typographical errors or omissions. This email was sent to erin.quiroga@co.galveston.tx.us in response to Order # J3622273.

Note that TigerDirectB2B never sells, rents, or shares your email address. For more information, please review the TigerDirectB2B Privacy Policy at: <http://biz.tigerdirect.com/sectors/aboutus/privacy.asp>

For Merchandise Returns: c/o TigerDirect Warehouse - 175 Ambassador Drive, Naperville, IL 60540

Copyright © 2012 - TigerDirect, Inc. 7795 West Flagler Street, Suite 35, Miami, FL 33144 (Corporate Headquarters: No Mail or Returns Accepted)

[LEGAL NOTICES](#) | [PRIVACY POLICY](#)



Intech Southwest
4778 Research Drive
San Antonio, Texas 78240
United States
<http://www.intechsouthwest.com>

CR 305383

Quotation

Date

Mar 26, 2013 10:03 AM CDT

Doc #

18649 - rev 1 of 1

Description

Barracuda Renewal

SalesRep

Kubanda, Michael
(P) 210-690-0000

Customer Contact

Quiroga, Erin
(P) 409-770-5372
erin.quiroga@co.galveston.tx.us

Customer

Galveston County (GC0895)
722 Moody Ave.
Galveston, Texas 77550
(P) (409) 770-6013

Bill To

Galveston County
Quiroga, Erin
722 Moody Ave.
Galveston, Texas 77550
(P) (409) 770-6013

Ship To

Galveston County
Quiroga, Erin
722 Moody Ave.
Galveston, Texas 77550
(P) (409) 770-6013

Customer PO: None	Terms: Undefined	Ship Via: UPS Ground
Special Instructions: None		Carrier Account #: None

Item Description	Part #	List Price	Qty	Unit Price	Total
1 Barracuda Energize Updates Virus definitions update - hourly updates - 1 year - for Message Archiver 650	BMA650A-E1	\$4,049.00	1	\$3,700.00	\$3,700.00
Barracuda Instant Replacement					
2 Extended service agreement - replacement - 1 year - shipment - 24 h - for Message Archiver 650	BMA650A-H1	\$3,299.00	1	\$3,000.00	\$3,000.00

The current agreement ends as of 5-11-2013 and this renewal will extend the agreement until 5-11-2014.

Subtotal: \$6,700.00
Tax (0.000%): \$0.00
Shipping: \$0.00
Total: \$6,700.00

Lease Options	
LeaseStation-Dollar Buy Out	\$658.19 / mo. for 12 mos. \$356.01 / mo. for 24 mos. \$256.15 / mo. for 36 mos. \$206.88 / mo. for 48 mos. \$177.86 / mo. for 60 mos.
LeaseStation-Fair Market Value	\$0.00 / mo. for 12 mos. \$282.93 / mo. for 24 mos. \$207.82 / mo. for 36 mos. \$180.25 / mo. for 48 mos. \$177.86 / mo. for 60 mos.

This quote is valid for 30 days from the Quotation Date. Please contact your sales representative for updated pricing if your order is placed after that time period.

RMA Policy: Defective merchandise must be returned within 15 days of receipt of product or manufacturer warranty applies for repair. Non-defective merchandise must be returned within 30 days of receipt. Non-defective product must be unopened and factory-sealed to be eligible for return. Intech Southwest offers a replacement only for unopened software returns.

Returns will only be accepted if accompanied by a valid RMA number provided by Intech Southwest.

Some special orders are non-returnable and the manufacturer must be contacted.

Intech Southwest reserves the right to refuse the return of incomplete and opened products or charge a 15% restocking fee for returns that are accepted.



CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
DJJD431	9721245	3/26/2013

BILL TO:
ERIN QUIROGA
722 MOODY

SHIP TO:
GALVESTON COUNTY
Attention To: ERIN QUIROGA
722 MOODY

Accounts Payable
GALVESTON , TX 77553-1418

GALVESTON , TX 77553-1418
Contact: ERIN QUIROGA 409.770.5391

Customer Phone #409.770.5391

Customer P.O. # BARRACUDA 1YR RNWL

ACCOUNT MANAGER

CHRIS FUCHS 866.339.4117

SHIPPING METHOD

DROP SHIP-GROUND

TERMS

MasterCard/Visa Govt

EXEMPTION CERTIFICATE

GOVT-EXEMPT

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1344158	BARRACUDA 1YR ENERGIZER UPDATES Mfg#: BMA650A-E1 Contract: MARKET	3,855.95	3,855.95
1	1344151	BARRACUDA 1YR INSTANT REPLACEMENT Mfg#: BMA650A-H1 Contract: MARKET	3,141.70	3,141.70
SUBTOTAL				6,997.65
FREIGHT				0.00
TAX				0.00
TOTAL				6,997.65

US Currency

CDW Government
230 North Milwaukee Ave
Vernon Hills, IL 60061

Fax: 312.705.8262

Please remit payment to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Perez, Claudia A

From: Barracuda Renewals [renewals@barracuda.com]
Sent: Thursday, April 11, 2013 5:04 AM
To: Perez, Claudia A
Subject: Energize Updates subscription expires soon

Hello from your Barracuda Message Archiver 650,

The Energize Updates Subscription for your Message Archiver 650, serial number BAR-MA-301087, will expire in 30 days on 2013/05/12.

Renewing your subscription will insure that you have no lapses in your real-time & hourly definition updates protecting you against threats of all types. It is important that you keep your protection up to date.

You can renew your Barracuda Subscription by contacting the Barracuda partner where you originally ordered your Message Archiver 650 or by clicking on this link:

http://www.barracudanetworks.com/renew?q=t&type=R&serial=BAR-MA-301087&product=archiver&domain=gc.pri&model=650&mode=inbound&locale=en_US&md5=5183d63c1728b1b66c7693e357e79b07

Sincerely,

Your Barracuda Message Archiver 650

Beginning END
5/12/2013 - 5/12/2014

AGENDA ITEM #21.



THE COUNTY OF GALVESTON

**RIGHT OF WAY /
REAL ESTATE SERVICES**

722 Moody, 1st Floor
Galveston, Texas 77550

May 8, 2013

(409) 770-5577
(281) 316-8300, Ext. 5577

Honorable Mark Henry, County Judge
Galveston County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

Re: Encroachment Agreement permitting a
Partial Encroachment on a County Drainage
Easement

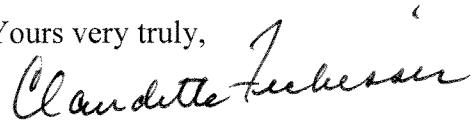
Gentlemen:

We are attaching Encroachment Agreement between Sue Scroggins and the County of Galveston for your consideration. Ms. Scroggins' home encroaches 44 square feet onto the County's Easement. Ms. Scroggins has requested permission to use that portion of the drainage easement upon which the encroachment is located in order to allow the house to remain as constructed. If the house is damaged, destroyed, or torn down, it cannot be rebuilt in the right of way.

The attached Encroachment Agreement will be in effect for a period of thirty years. A fee of \$800.00, plus incidental expenses, has been assessed, and Ms. Scroggins has issued a check to cover the fee and expenses.

If you are in agreement, please authorize Judge Henry to execute the attached instrument. The instrument should be recorded in the County Clerk's Records. The original recorded instrument should be returned to the Right of Way Department for further handling.

Yours very truly,


Claudette Fickessen

PDS:cf
Encl.

Encroachment Agreement

State of Texas	§
	§
County of Galveston	§

This **Encroachment Agreement** is entered into by and between the **County of Galveston, a political subdivision of the State of Texas (County)** and **Sue Scroggins, (Licensee)**. Its purpose is to enable **Licensee** to continue to partially encroach on a **Drainage Ditch Easement** owned by the **County** located in the **Amos Edwards League**, Galveston County, Texas.

Preamble

Whereas, **County** is the owner of the following described real property (**Drainage Easement**), to wit:

See Exhibits "A" and "A-1" attached hereto and incorporated herein for all purposes.

that it acquired from the following described instruments, to-wit:

See Drainage Easement from George W. Gartner, Jr. and wife Gloria Gartner and Leona Child to the County of Galveston dated August 17, 1985 filed in the Official Public Records of Real Property of the Office of the County Clerk of Galveston County, Texas as File No. 8537797

See Order of Abandonment and Discontinuance of 20' of a 40' Drainage Easement in formerly abandoned Avenue D dated May 10, 2004 filed in the Official Public Records of Real Property of the Office of the County Clerk of Galveston County, Texas as File No. 2004030088;

Whereas, **Licensee** is the owner of the following described real property, to wit:

See General Warranty Deed from David Wright, Individually and as Attorney-in-fact for Kathy Wright dated May 13, 2004 filed in the Official Public Records of Real Property of the Office of The County Clerk as File No. 2004031373; and

Whereas, when a survey of this property was made, it was determined that there were two encroachments (**Encroachments**) consisting of a driveway (approximately 7' x 55' or 385 square feet) (**Driveway Encroachment**) and a building (approximately 44 square feet) (**Building Encroachment**) onto **County's Drainage Easement** more particularly described as follows:

See survey prepared by LJA Engineering, Inc. dated April, 2013 attached hereto as Exhibit "B" and incorporated herein for all purposes; and

See legal description of 44' Building Encroachment attached hereto as Exhibit "C" and incorporated herein for all purposes; and

Whereas, **Licensee** has requested permission to use that portion of the **Drainage Easement** upon which the **Encroachments** are located in order to allow the **Encroachments** constructed to remain for the period of time hereafter stated; and

Whereas **County** is receptive to **Licensee's** request.

Now, Therefore, County and Licensee, acting on behalf of themselves, and their heirs, successors and assigns, desire to establish the ownership and use of their respective properties described above and the improvements thereon, and in that regard have agreed among themselves as follows:

Ownership of Drainage Easement

1. That **Licensee** is not claiming ownership of the **Drainage Easement**, by adverse possession or otherwise. Rather, **Licensee** acknowledges that her encroachment on the **Drainage Easement** is permitted solely by the terms of this **Encroachment Agreement**.
2. That **Licensee**, with the exception of the limited rights herein permitted, by executing this **Encroachment Agreement** does by these presents **Disclaim, Relinquish, Release and Forever Quitclaim** unto **County**, that portion of the **Drainage Easement**, over and onto which **Licensee's Encroachments** are located. **To Have and To Hold** the said premises, together with all rights, hereditaments and appurtenances thereto belonging unto **County**, its successors and assigns forever, so that neither **Licensee**, nor any person or persons claiming under **Licensee** shall at any time hereafter have or claim any part thereof.

Driveway Encroachment

1. That **County**, by executing this **Encroachment Agreement**, subject to its right of removal set forth below, agrees to permit the **Driveway**

Encroachment to exist for a maximum period of **Thirty (30) years** from date of execution of this **Encroachment Agreement** or until such time prior to the expiration of such **Thirty (30) year** period it is destroyed by an act of a third party; by natural events; by time, by wear or tear; or until it is removed at the will and election of the **County** or the **Licensee**.

2. That **County** is not charging **Licensee** a fee for the **Driveway Encroachment**.
3. In consideration of not being charged a fee for the use of the **Drainage Easement** for the **Driveway Encroachment**, **Licensee** agrees that if **County**, in its sole determination, finds it necessary to remove the driveway from the **Drainage Easement** in order to repair or replace its existing drainage pipe or to install other drainage improvements, **County** has the right to remove so much of the driveway within the **Drainage Easement** it determines is necessary so as to permit **County** unfettered access to the **Drainage Easement**. **Licensee** will reimburse **County** for the costs **County** may incur for such removal upon request by **County**. In addition, under no circumstances will **County** be responsible for replacing or reconstructing the driveway or for paying for such replacement or reconstruction. Nor will **County** be liable to **Licensee** for any damages **Licensee** may have or may claim to have as a result of the removal of the driveway.
4. That if, in the sole opinion of **County**, **County** removes the driveway in order to repair or replace its existing drainage pipe or to install other drainage facilities and if **County**, upon completion of construction determines it is viable for **Licensee** to rebuild the driveway within the same location as the existing driveway, **County** will allow **Licensee** to rebuild the driveway and the rebuilt driveway will be permitted to remain until such time as **County** determines it must be removed or until the expiration or termination of this **Encroachment Agreement**.

Building Encroachment

1. That **County** agrees to permit the **Building Encroachment** to exist for a maximum period of **Thirty (30) years** from date of execution of this **Encroachment Agreement** or until such time prior to the expiration of such **Thirty (30) year** period it is destroyed by an act of a third party; by natural events; by time, wear or tear; or until it is removed at the will and election of **Licensee**.
2. In consideration of **County** permitting the encroachment, **Licensee** further agrees to pay **County**, on date of execution of this agreement, a one-time fee of **\$800.00**. Failure of **Licensee** to make this payment shall automatically render this **Encroachment Agreement** null and void.

General Conditions

1. That **Licensee** will not construct any additional improvements within or upon the **Drainage Easement** or make any repairs or alterations to the driveway or building which compromises **County's** use of the **Drainage Easement** other than such minor repairs as are reasonably required or as permitted in paragraph 4 of the **Driveway Encroachment** portion of this **Encroachment Agreement**.
2. That at such time as this **Encroachment Agreement** terminates, expires or is cancelled for any reason whatsoever, **Licensee** shall remove all improvements and appurtenances owned by **Licensee** situated in, on, over, under or attached to the **Drainage Easement** and **Licensee** shall restore the **Drainage Easement** to such condition as is then specified by **County**.
3. That at such time as this **Encroachment Agreement** terminates, expires, or is cancelled for any reason whatsoever, the improvements on **Licensee's** adjacent property shall be constructed or reconstructed wholly within the correct boundary lines of **Licensee's** property, as said boundary lines are described in **Licensee's Warranty Deed** found of record in Film Code No. 2004031373.
4. That if **Licensee** fails to remove all improvements within the **Encroachment** areas or if **Licensee** fails to restore the **Drainage Easement** as required title to such improvements within the **Encroachment** areas shall immediately vest in the name of **County**. In addition, **Licensee** authorizes **County** to enter upon her real property described in **Warranty Deed** filed under Film Code 2004031373 for the purpose of removing said driveway located upon the **Driveway Encroachment** and/or said building located upon the **Building Encroachment**, and **County** shall have the right to do all work necessary or cause such work to be done. In addition, **Licensee** agrees that **County** may assess the cost of all work against **Licensee** and the **County** shall in no case be liable to **Licensee** for any damages or claims for damages caused to the improvements located on **Licensee's** adjacent property.
5. **Licensee further agrees and is bound to hold the County whole and harmless against any and all claims for damages, costs and expenses, to persons or property that may arise out of or be occasioned by the use and occupancy of the Building Easement by Licensee, or from any act or omission of any representative, agent, customer, or employee of Licensee. This indemnity provision shall also cover any personal injury or damage suffered to County property, County employees, agents or officers. This provision shall also cover any claims for damages that any utility, whether publicly or privately owned, may**

sustain or receive by reason of Licensee's Encroachment on the Drainage Easement. Licensee shall never make any claim of any kind or character against the County for damages that she may suffer by reason of the installation, construction, reconstruction, operation, and/or maintenance of any public improvement or utility, whether presently in place or which may in the future be constructed or installed by County, including but not limited to any storm sewer or other drainage facilities, and whether such damage is due to flooding, infiltration, natural causes or from any other cause of whatsoever kind or nature. It is Licensee's intention, and a condition of this agreement, that this provision shall constitute a full and total indemnity against any kind or character or claim whatsoever that may be asserted against the County by reason of, or a consequence of having granted permission to Licensee to use and maintain the County's property. Licensee agrees to defend any and all suits, claims, or cause of action brought against the County on account of same, and discharge any judgment or judgments that may be rendered against the County of Galveston in connection herewith. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the County of Galveston, its agents, contractors, or employees.

6. That the **Encroachments** being permitted herein are located within a **County** owned **Drainage Easement**. **Licensee** acknowledges that erosion, settlement or movement of the lands upon which this **Drainage Easement** is located or settlement or movement of the **County** owned improvements constructed within this **Drainage Easement** is a constant threat. **Licensee** also acknowledges that having her improvements constructed within **Drainage Easement** increases the likelihood of such improvements, located both within the **Drainage Easement** and on **Licensee's** adjoining property, being damaged or destroyed by **County's** operation, maintenance, repair or replacement of its drainage improvements (**County Activity**) located within the **Drainage Easement**. **Licensee** further acknowledges that such erosion, settlement or movement and **County Activity** is a constant and continuing problem. **Licensee** acknowledges that a portion or all of the **Drainage Easement** and **Licensee's** improvements encroaching or **Licensee's** improvements located upon her adjoining real property thereon may be affected or destroyed. **Licensee** therefore agrees that in the event such erosion, settlement, or movement within the **Drainage Easement** is threatened or occurs, **County** a) may voluntarily undertake but is under no obligation to repair or restore any portion of the **Drainage Easement** or any drainage pipe or other drainage facilities which may have been or may in the future be lost, and b) has no obligation now or in the future to reimburse or in any way be responsible to **Licensee** for any damages incurred or to be incurred to **Licensee's** improvements that are located within or adjacent to the **Drainage Easement** by any means whatsoever. **Licensee** further agrees that

in the event any improvements constructed by **Licensee** or by her predecessors in title located within the **Drainage Easement** or on properties owned by **Licensee** adjacent thereto are ever threatened by erosion, settlement or movement or by **County Activity**, that she will solely be responsible for undertaking such steps, within the encroachment area as is desired by **Licensee** and pre-approved in writing by **County** to prevent such erosion, settlement or movement.

7. That this **Encroachment Agreement** constitutes the entire agreement between the **County** and **Licensee**. No agreements, modifications, implied or otherwise, shall be binding on any of the parties unless set forth in writing and signed by both parties.
8. That this **Encroachment Agreement** shall be construed in accordance with the laws of the State of Texas. Venue shall lie in Galveston County.

Executed to be effective this the _____ day of _____, 2013.

County of Galveston

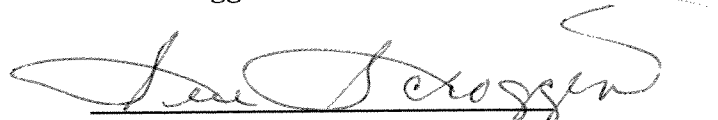
By: _____

Mark A. Henry
County Judge

Attest:

Dwight D. Sullivan
County Clerk

Sue Scroggins



Licensee

State of Texas

§

§

County of Galveston

§

This instrument was acknowledged before me on the _____ day of _____, 2013, by **Mark A. Henry** in his capacity as **County Judge** for the **County of Galveston** on behalf of the **County of Galveston**.

Notary Public in and for
The State of Texas

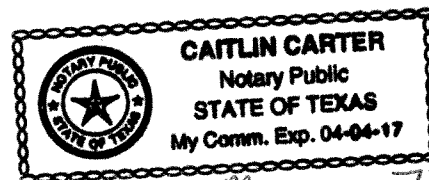
State of Texas

§

§

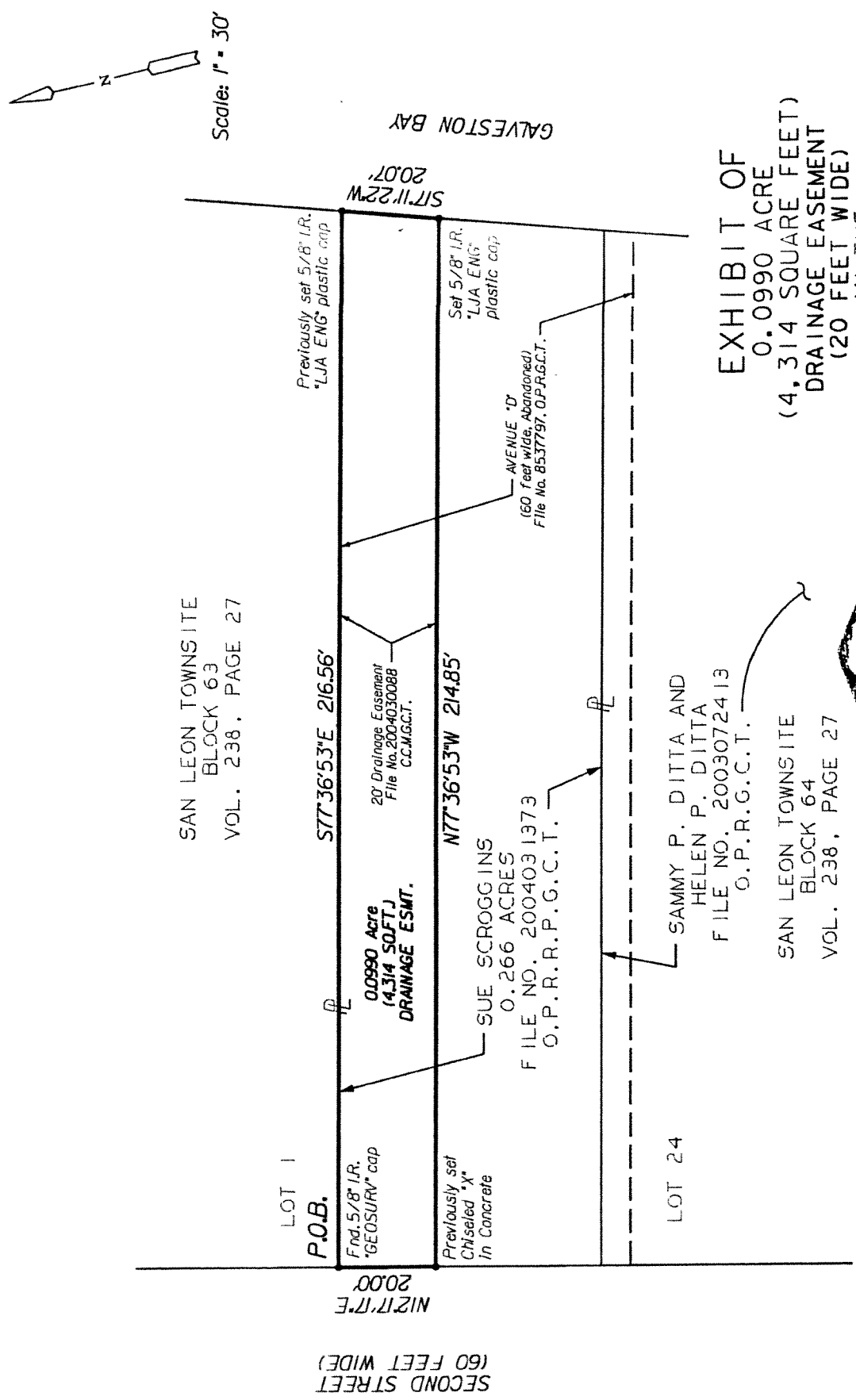
County of Galveston

§



This instrument was acknowledged before me on May, 7th, 2013, by **Sue Scroggins**.

Caitlin Carter
Notary Public in and for
The State of Texas



SAN LEON TOWNSITE
BLOCK 63
VOL. 238, PAGE 27

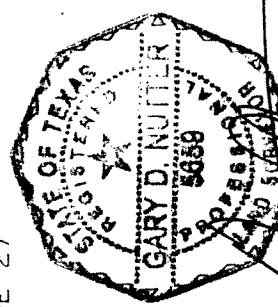
SAMMY P. DITTA AND
HELEN P. DITTA
FILE NO. 2003072413
O.P.R.G.C.T.

SAN LEON TOWNSITE
BLOCK 64
VOL. 238, PAGE 27

EXHIBIT OF
0.0990 ACRE
(4,314 SQUARE FEET)
DRAINAGE EASEMENT
(20 FEET WIDE)
IN THE

AMOS EDWARDS LEAGUE, A-10
GALVESTON COUNTY, TEXAS
APRIL 2013 JOB NO. 0384-1302

LJA Engineering, Inc.
2929 Briarpark Drive
Suite 600
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026



NOTE:
All bearings referenced to the Texas State Plane Coordinate System,
South Central Zone, NAD 83, (GCRS96) (EPOCH 2002.0)

DESCRIPTION OF
0.0990 ACRE (4,314 SQUARE FEET)
DRAINAGE EASEMENT
(20 FEET WIDE)

Being 0.0990 acre (4,314 square feet) of land located in the Amos Edwards League, Abstract 10, Galveston County, Texas, being a portion Avenue D (60 feet wide) located Blocks 63 and 64 as shown on San Leon Townsite, a subdivision of record in Volume 238, Page 27, Map Records of said Galveston County, this portion of Avenue D having been abandoned by the "Order of Abandonment and Discontinuance of a Part of Avenue D, San Leon Townsite in Precinct 4, Galveston County, Texas" of record under File Number 8537797, Official Public Records of said Galveston County, (O.P.R.G.C.T.), being a portion of that certain called 0.266 acre tract conveyed to Sue Scroggins by an instrument of record under File Number 2004031373, O.P.R.G.C.T., and more particularly being the same 20 foot wide drainage easement as recorded in File Number 2004030088 of the Commissioners' Court Minutes of said Galveston County, said 0.0990 acre (4,314 square feet) being more particularly described by metes and bounds as follows (all bearings referenced to the Texas State Plane Coordinate System, South Central Zone, NAD 83, (CORS96) (EPOCH 2002.0);

BEGINNING at a 5/8-inch iron rod with a cap stamped "GEOSURV" found for the northwest corner of said Avenue "D", same being the southwest corner of Lot 1, Block 63 of said San Leon Townsite subdivision, same point being on the easterly right-of-way line of Second Street (60 feet wide) as shown on said San Leon Townsite subdivision;

Thence, South 77° 36' 53" East, 216.56 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for the northeast corner of said Avenue "D";

Thence, South 17° 11' 22" West, along the east line of said Avenue "D", 20.07 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" set for the southeast corner of said drainage easement;

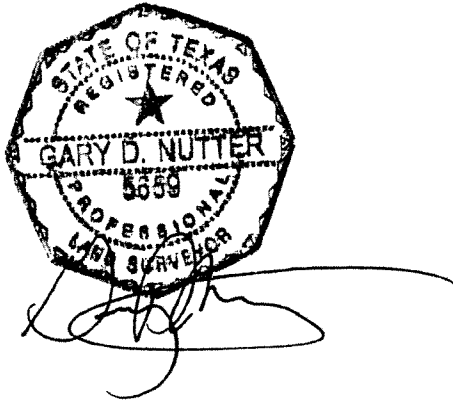
0.0990 acre

April 15, 2013
Job No. 0384-1302

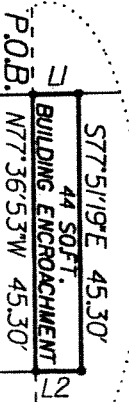
Thence, North 77° 36' 53" West, 214.85 feet to a chiseled "X" in concrete previously set for the southwest corner of said drainage easement, said point being on the aforementioned easterly right-of-way line of Second Street (60 feet wide);

Thence, North 12° 17' 17" East, along said easterly right-of-way line, 20.00 feet to the POINT OF BEGINNING and containing 0.0990 acre (4,314 square feet) of land.

LJA Engineering, Inc.

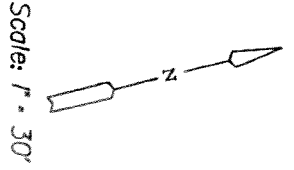


LINE TABLE			
Line	Bearing	Distance	
1	N13°02'12"E	0.88'	
2	S12°58'17"W	1.07'	



SEE DETAIL 'A'

NOT TO SCALE



SAN LEON TOWNSITE

BLOCK 63

VOL. 238, PAGE 27

LOT 1

P.O.C.

End 5/8" I.R.

*G10 SURV cap

Previously set 5/8" I.R.

*LJA ENG plastic cap

SECOND STREET

(60 FEET WIDE)

S12°17'17"W

20.00'

Previously set

Chiseled "X"

In Concrete

DRIVEWAY

S77°36'53"E 98.59'

13.76'

P.O.B.

44 SOFT.

BUILDING ENCROACHMENT

SEE DETAIL 'A'

20' Drillage Easement

File No. 2004030088

C.M.G.C.T.

Set 5/8" I.R.

*LJA ENG plastic cap

AVENUE 'D'

(60 Feet wide, Abandoned)

File No. 8537797, O.P.R.G.C.T.

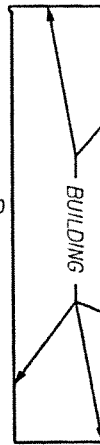
GALVESTON BAY

SUE SCROGGINS

0.266 ACRES

FILE NO. 2004031373

O.P.R.R.P.G.C.T.



LOT 24

SAMMY P. DITTA AND

HELEN P. DITTA

FILE NO. 2003072413

O.P.R.G.C.T.

SAN LEON TOWNSITE

BLOCK 64

VOL. 238, PAGE 27

EXHIBIT OF

44 SQUARE FEET

BUILDING ENCROACHMENT

IN THE

AMOS EDWARDS LEAGUE, A-10

GALVESTON COUNTY, TEXAS

APRIL 2013

JOB NO. 0384-1302

LJA Engineering, Inc.



2929 Briarpark Drive

Suite 600

Houston, Texas 77042

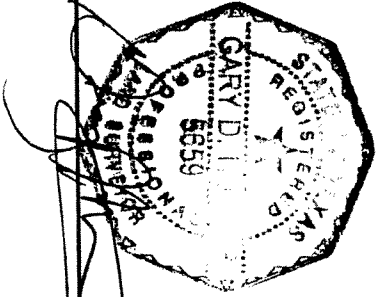
Phone 713.953.5200

Fax 713.953.5026

NOTE:

All bearings referenced to the Texas State Plane Coordinate System,

South Central Zone, NAD 83, (COORS96) (EPOCH 2002.0)



Contact: Gary D. Nutter, RPLS gnutter@ljaengineering.com

DESCRIPTION OF
44 SQUARE FEET
BUILDING ENCROACHMENT

Being 44 square feet of land located in the Amos Edwards League, Abstract 10, Galveston County, Texas, being a portion Avenue D (60 feet wide) located Blocks 63 and 64 as shown on San Leon Townsite, a subdivision of record in Volume 238, Page 27, Map Records of said Galveston County, this portion of Avenue D having been abandoned by the "Order of Abandonment and Discontinuance of a Part of Avenue D, San Leon Townsite in Precinct 4, Galveston County, Texas" of record under File Number 8537797, Official Public Records of said Galveston County, (O.P.R.G.C.T.), being a portion of that certain called 0.266 acre tract conveyed to Sue Scroggins by an instrument of record under File Number 2004031373, O.P.R.G.C.T., and more particularly being within the 20 foot wide drainage easement as recorded in File Number 2004030088 of the Commissioners' Court Minutes of said Galveston County, said 44 square feet of land being more particularly described by metes and bounds as follows (all bearings referenced to the Texas State Plane Coordinate System, South Central Zone, NAD 83, (CORS96) (EPOCH 2002.0);

COMMENCING for reference at a 5/8-inch iron rod with a cap stamped "GEOSURV" found for the northwest corner of said Avenue D and said 0.266 acre tract, same being the southwest corner of Lot 1, Block 63 of said San Leon Townsite subdivision, same point being on the easterly right-of-way line of Second Street (60 feet wide) as shown on said San Leon Townsite subdivision;

Thence, South $12^{\circ} 17' 17''$ West, along the easterly right-of-way line of said Second Street, 20.00 feet a chiseled "X" previously set for the southwest corner of said 20 foot wide drainage easement;

Thence, South $77^{\circ} 36' 53''$ East, departing said easterly right-of-way line, and along the south line of said 20 foot wide drainage easement, 98.59 feet to the POINT OF BEGINNING of the herein described tract, on a west line of a building;

44 square feet

April 15, 2013
Job No. 0384-1302

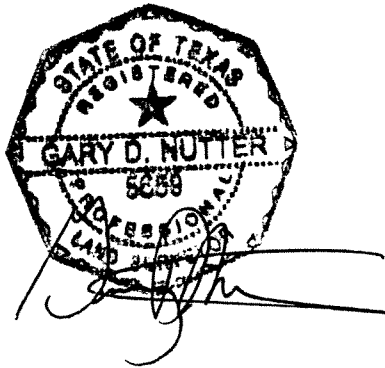
Thence, North 13° 02' 12" East, along a west line of said building, 0.88 feet to the northwest corner of said building;

Thence, South 77° 51' 19" East, along the north line of said building, 45.30 feet to the northeast corner of said building;

Thence, South 12° 58' 17" West, along the east line of said building, 1.07 feet to a point on the south line of the aforesaid 20 foot wide drainage easement;

Thence, North 77° 36' 53" West, along said south line, 45.30 feet to the POINT OF BEGINNING and containing 44 square feet of land.

LJA Engineering, Inc.



AGENDA ITEM #22.a.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW

OFFICE ADDRESS: 518 – 9TH AVENUE NORTH, TEXAS CITY, TX 77590-6317

MAILING ADDRESS: P. O. DRAWER 2789, TEXAS CITY, TEXAS 77590-2789

409/948-3401

FAX 409/945-9814

Brent Richbook, Partner

Mark E. Ciavaglia, Managing Partner
Mark.Ciavaglia@publicans.com

April 30, 2013

Ms. Dianna Martinez
Commissioner's Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

RECEIVED
MAY 02 2013

GALVESTON COUNTY JUDGE

RE: **Bids on Galveston County Tax Foreclosed Resale Property**
Grantee: D & D Brothers, LLC

Dear Ms. Martinez,

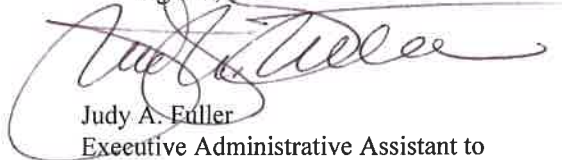
Perdue Brandon Fielder Collins & Mott, LP has received an offer on the tax foreclosed property listed below for which Santa Fe ISD is the Trustee. Please schedule this for review by the Galveston County Commissioners. Attached for the Commissioner's reference are copies of the Bid Analysis, Proceeds Distribution Sheet and the prepared Resale Deed from the tax sale on the following property. This is the same account that we received approval on in the past, however, the person never came up with the funds.

<u>Cause #</u>	<u>CAD #</u>	<u>Bid Amount</u>
07TX0300	1100-0032-0003-000	\$ 5,000.00

If this sale is approved, please have Judge Mark Henry sign the enclosed Resale Deed and return it to Perdue Brandon Fielder Collins & Mott, LLP at the address shown on Page 10 of the Resale Deed.

If you have any questions, please give me a call.

Best regards,



Judy A. Fuller
Executive Administrative Assistant to
Mark E. Ciavaglia

JF: encls.

PROCEEDS DISTRIBUTION 07TX0300

Payment of Costs Pursuant to Texas Property Tax Code §34.02

(1) Advertising:

to "Galveston County Sheriffs Dept." (publication costs)

(2) Reimbursement - Costs, Fees

to "PBFCM, LLP" (filing fees)

(3) Attorney Ad Litem Fees

to "Brenda Dushane"

(4) Court Costs

to "Galveston County District Clerk"

(5) Title Search Fees

to "Lyn Wingert & Associates"

(6) Reimbursement - Costs, Fees

to "RE/MAX Space Center c/o Randy Barr" (Broker fees)

Taxing Entity Distribution

to "COUNTY OF GALVESTON"

to "SANTA FE INDEPENDENT SCHOOL DISTRICT"

to "CITY OF SANTA FE"

to "COLLEGE OF THE MAINLAND"

to "DRAINAGE DISTRICT #1"

to "EMS DISTRICT #1"

to "WCID #8"

	Original Amt Due At Sale	Actual Disbursement
\$	734.60	\$ 734.60
\$	-	\$ 72.00
\$	500.00	\$ 500.00
\$	671.00	\$ 671.00
\$	250.00	\$ 250.00
\$	-	\$ 300.00
\$	2,155.60	\$ 2,527.60
Proportionate Share	Taxes Due at Original Sale	Resale Share/(Loss)
0.4478252204	\$ 3,152.84	\$ 483.32
0.5634700000	\$ 9,021.14	\$ 1,189.61
0.2350178046	\$ 1,654.61	\$ 253.64
0.1723313174	\$ 1,213.27	\$ 185.99
0.0788400382	\$ 555.06	\$ 85.09
0.0659856195	\$ 464.56	\$ 71.22
0.0823000000	\$ 1,280.54	\$ 203.53
Subtotal	\$ 17,342.02	\$ 2,472.40
Grand Total	\$ 19,497.62	\$ 5,000.00

BID ANALYSIS

Cause #: 07TX0300
Bid Amount: \$5,000
Bidders Name: Wyndee Walker
Strike Off Date: 01-31-2011

Acct. #: 1100-0032-0003-000
Property Value: \$19,150.00
Minimum Bid at first sale: \$16,226.18

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
Santa Fe ISD	1992, 1995-2009	\$7,295.50
Galveston County Education District	1992	\$188.97
Galveston County WCID #8	1988, 1995-2009	\$1,280.54
Galveston County, College of the Mainland, Galveston County Road & Flood, City of Santa Fe	1992, 1995-2009	\$6,790.17
Galveston County Emergency Service District #1, Galveston County Drainage District #1		

Total: \$15,555.18

COSTS

Publication Fee: (Payable to Galveston County Sheriff's Department)	\$734.60
Court Costs: (Payable to Galveston County District Clerk)	\$671.00
Ad Litem Fees: (Payable to Brenda Dushane)	\$500.00
Research Fee: (Payable to Lyn Wingert & Associates)	\$250.00
Filing Fees- Sheriff Deed Fee: (Payable to PBFCM, LLP)	\$20.00
Filing Fees- Resale Deed Fee: (Payable to PBFCM, LLP)	\$52.00
Broker Fees: (Payable to RE/MAX Space Center c/o Randy Barr)	\$300.00

Total: \$2,527.60

POST JUDGMENT TAXES

Entity	Tax Year	Amount due: May 2013 P/I
Santa Fe ISD	2010	\$401.56
Galveston County WCID #8	2010	\$84.89
Galveston County, et al	2010	\$383.60

Total: \$870.05

PROPOSED DISTRIBUTION

Bid Amount: \$5,000.00
Net to Distribute: \$2,472.40

Costs: \$2,527.60
Post Judgment: \$870.05*

Disburse checks as follows:

Santa Fe ISD, Galv CED	48.12%	\$1,189.61	Pro-rated amount for judg yrs 1992, 1995-2009
Galveston WCID #8	8.23%	\$203.53	Pro-rated amount for judg yrs 1988, 1995-2009
Galveston County, et al	43.65%	\$1,079.26	Pro-rated amount for judg yrs 1992, 1995-2009
PBFCM		\$2,527.60	Costs due under law suit/ tax sale/ resale
Total		\$5,000.00	

**Purchaser will be billed for post judgment taxes once resale deed has been recorded.*

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.
(Language pursuant to Section 11.008 of the Texas Property Code)**

THE STATE OF TEXAS	§	
	§	RESALE DEED
COUNTY OF GALVESTON	§	

KNOW ALL MEN BY THESE PRESENTS that the SANTA FE INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of the GALVESTON COUNTY EDUCATION DISTRICT, GALVESTON COUNTY WATER CONTROL & IMPROVEMENT DISTRICT #8, GALVESTON COUNTY, COLLEGE OF THE MAINLAND, GALVESTON COUNTY ROAD & FLOOD, CITY OF SANTA FE, GALVESTON COUNTY EMERGENCY SERVICE DISTRICT #1 and GALVESTON COUNTY DRAINAGE DISTRICT #1, acting by and through its duly elected official ("GRANTOR") as authorized by Section 34.05, Texas Property Tax Code, for and in consideration of the sum of FIVE THOUSAND DOLLARS AND 00/100 (\$5,000) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid by D & D BROTHERS, LLC ("GRANTEE") the receipt of which is hereby acknowledged and confessed, has granted and conveyed and by these presents do grant and convey unto said grantee all right, title and interest of the SANTA FE INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of the SANTA FE INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of the GALVESTON COUNTY EDUCATION DISTRICT, GALVESTON COUNTY WATER CONTROL & IMPROVEMENT DISTRICT #8, GALVESTON COUNTY, COLLEGE OF THE MAINLAND, GALVESTON COUNTY ROAD & FLOOD, CITY OF SANTA FE, GALVESTON COUNTY EMERGENCY SERVICE DISTRICT #1 and GALVESTON COUNTY DRAINAGE DISTRICT #1, in the property herein conveyed, acquired by tax foreclosure sale heretofore held, in Cause No. 07TX0300, styled Galveston County, et al vs. James Corbett said property being described as:

LOTS THREE (3) AND FOUR (4), ALTA LOMA TOWNSITE, SANTA FE, GALVESTON COUNTY, TEXAS, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT RECORDED AT BOOK 257, PAGE 26 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS. (ACCOUNT NUMBER 1100-0032-0003-000)

GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5.023 of the Property Code.

GRANTOR conveys the property:

- (a). "as is", "with all faults" and without any warranty as to condition or environmental hazard,
- (b). subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,

- (c). subject to any right of redemption; and
- (d). subject to rights of parties in possession

GRANTOR disclaims any warranty, guaranty or representation, oral or written, on:

- (a). the nature and condition of the property or other items conveyed hereunder, without limitation, the water, soil and geology,
- (b). the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,
- (c). the existence of any environmental hazards or conditions thereon, (including but not limited to the presence of asbestos or other hazardous materials),
- (d). compliance with applicable environmental laws, rules or regulations; and
- (e). the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body.

By acceptance of this deed, GRANTEE acknowledges and agrees:

- (a). that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,
- (b). GRANTEE has inspected the property and is relying solely on **their** own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,
- (c). that any information provided with respect to the property was obtained from a variety of sources, and
- (d). GRANTOR (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information.
- (e). that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors omissions, or any other conditions affecting the property.

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers,

directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, **their** heirs, successors, beneficiaries and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property and other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR'S predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising out of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR'S predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages and GRANTEE may have no remedy against such predecessors, contractors or consultants.

GRANTEE hereby further agrees on behalf of **themselves** and **their** heirs, successors, beneficiaries and assigns to indemnify, protect, defend, save and hold harmless GRANTOR and GRANTOR'S elected and appointed officials, employees, officers, directors, representatives, attorney and agents from and against any and all debts, duties, obligation, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the property and other items conveyed hereunder or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the property and other items conveyed hereunder.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said D & D BROTHERS, LLC, **their** successors, beneficiaries, heirs and assigns forever, so that neither the SANTA FE INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of the GALVESTON COUNTY EDUCATION DISTRICT, GALVESTON COUNTY WATER CONTROL & IMPROVEMENT DISTRICT #8, GALVESTON COUNTY, COLLEGE OF THE MAINLAND, GALVESTON COUNTY ROAD & FLOOD, CITY OF SANTA FE, GALVESTON COUNTY EMERGENCY SERVICE DISTRICT #1 and GALVESTON COUNTY DRAINAGE DISTRICT #1 nor any person claiming under it shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for post judgment years and for the current year are assumed by, and are to be paid by GRANTEE.

Executed this _____ day of _____, 2013.

IN TESTIMONY WHEREOF, the taxing authorities herein have caused these presents to be executed their _____ day of _____, 2013.

SANTA FE INDEPENDENT SCHOOL DISTRICT FOR ITSELF
AND AS TRUSTEE FOR THE USE AND BENEFIT OF THE
GALVESTON COUNTY EDUCATION DISTRICT

JOHN ROTHERMEL
PRESIDENT, BOARD OF TRUSTEES

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared, JOHN ROTHERMEL, President, Board of Trustees, Santa Fe Independent School District, for itself and as trustee for the use and benefit of the Galveston County Education District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2013.

SEAL

NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires: _____

GALVESTON COUNTY WATER CONTROL &
IMPROVEMENT DISTRICT #8

TIM TURNER
MANAGER

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared, TIM TURNER, General Manager, Galveston County Water Control & Improvement District #8, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of
_____ 2013.

NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

GALVESTON COUNTY, for itself and the use and benefit of
GALVESTON COUNTY ROAD & FLOOD

MARK HENRY
COUNTY JUDGE

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared MARK HENRY, County Judge, Galveston County for itself and the use and benefit of Galveston County Road & Flood, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of
_____ 2013.

NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

COLLEGE OF THE MAINLAND

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____,
_____, College of the Mainland, known to me to be the person whose name is subscribed to
the foregoing instrument, and acknowledged to me that he executed same for the purposes and
consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of
_____ 2013.

NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

GALVESTON COUNTY DRAINAGE DISTRICT #1

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____,
_____, Galveston County Drainage District #1, known to me to be the person whose name
is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the
purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of
_____ 2013.

NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

Grantee: D & D BROTHERS, LLC
 PO BOX 884
 SANTA FE, TX 77510

AFTER RECORDING, RETURN TO:
Perdue, Brandon, Fielder, Collins & Mott, L.L.P.
1235 North Loop West, Suite 600
Houston, Texas 77008

AGENDA ITEM #23.a.

**ORDER CANVASSING THE RETURNS AND DECLARING THE RESULTS OF
GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 2'S
MAY 11, 2013 LOCAL PROPERTY TAX ELECTION**

WHEREAS, on May 11, 2013, an election was held in Galveston County Emergency Services District No. 2 (the "District") to submit a proposition on the creation of the District and collection of a property tax in the District;

WHEREAS, the votes cast at the election have been counted and recorded on the official election returns, and said returns have been certified and filed with the Commissioners' Court of Galveston County, Texas by the appropriate election officials; and

WHEREAS, the returns show the following number of votes cast at the election:

FOR the creation of Galveston County Emergency Services District No. 2 and adoption of a tax on the ad valorem property situated in said district at a rate not to exceed ten _____ Votes
cents per one hundred dollars valuation for the support of the district.

AGAINST the creation of Galveston County Emergency Services District No. 2 and adoption of a tax on the ad valorem property situated in said district at a rate not to _____ Votes
exceed ten cents per one hundred dollars valuation for the support of the district.

WHEREAS, the election was called and held in all respects under and in strict conformity with the Constitutions and laws of the State of Texas and the United States of America;

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS THAT:

Section 1. The Commissioners' Court finds that the May 11, 2013 election was called and notice given in accordance with law; the election was held in all respects in conformity with law; and the returns of the election have been made by the proper officials.

Section 2. The election has resulted in the creation of the Galveston County Emergency Services District No. 2.

Section 3. The election has resulted in the adoption of a property tax in Galveston County Emergency Services District No. 2 at the rate of \$0.10 per \$100 valuation for the support of the district.

Section 4. A copy of this Order shall be provided to the Galveston County, Texas Tax Appraisal District and the Galveston County, Texas Tax Assessor and Collector.

Section 5. The County Judge and Commissioners of Galveston County, Texas find that the Commissioners' Court meeting at which this Order has been considered and adopted is open to the public as required by law, and written notice of the time, place and subject matter of the meeting, and of the proposed adoption of this Order, was given as required by Section 551, Texas Government Code. The Commissioners' Court confirms the written notice and the contents and posting thereof.

PASSED AND APPROVED this the _____ day of May, 2013.

(SEAL)

By: _____

ATTEST:

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

The undersigned officer of the Commissioners' Court of Galveston County, Texas hereby certifies as follows:

1. The Commissioners' Court of Galveston County, Texas convened in a special meeting on the ____ day of May, 2013, at the Commissioners' Courtroom located on the 1st Floor of the Galveston County Courthouse, 722 21st Street, Galveston, Texas, and the roll was called of the duly constituted County Judge and Commissioners of Galveston County, Texas, to wit:

Mark Henry	-	County Judge
Ryan Dennard	-	Commissioner, Precinct 1
Kevin O'Brien	-	Commissioner, Precinct 2
Stephen D. Holmes	-	Commissioner, Precinct 3
Ken Clark	-	Commissioner, Precinct 4

and all of said members were present, except Commissioners (s) _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting:

ORDER CANVASSING THE RETURNS AND DECLARING THE RESULTS OF GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 2'S MAY 11, 2013 LOCAL PROPERTY TAX ELECTION

was introduced for the consideration of the County Judge and Commissioners of Galveston County, Texas. It was then duly moved and seconded that the Order be adopted, and, after due discussion, the motion, carrying with it the adoption of the Order, prevailed and carried by majority of the Board.

2. A true, full and correct copy of the Order adopted at the meeting described in the above paragraph is attached to this certificate; the Order has been duly recorded in the minutes of the Commissioners' Court meeting; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting County Judge and Commissioners of Galveston County, Texas as indicated therein, each was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Order would be introduced and considered for adoption at the meeting, and each consented, in advance, to the holding of the meeting for such purpose; the meeting was open to the public as required by law; and public notice of the time, place and subject to the meeting was given as required by Chapter 551 of the Government Code.

SIGNED AND SEALED this _____ day of May, 2013.

By: _____

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

 This instrument was acknowledged before me on May _____, 2013, by
_____, _____ of the Commissioners'
Court of Galveston County, Texas, on behalf of the County Judge and Commissioners of
Galveston County, Texas.

(seal)

Notary Public Signature

AGENDA ITEM #24.a.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department							
1. Date of Request: 5/2/2013		2. Contract Type: Professional <u>Expense</u> Revenue Other			3. Renewal Contract: Yes <input checked="" type="radio"/> Yes / No		
4. Department Name: Community Services Division				5. Department Contact: Connie Nicholson			
6. Description: Medical Examiner contract							
7. IFAS PEID No: 402812		8. IFAS Req No: 1101		9. Orgkey: 440100		10. Object Code: 5412130	
11. Vendor: UTMB				12. Vendor Contract No: CM11107			
13. Requested Legal Review: <input checked="" type="radio"/> Yes / No (Explain if No)							
Expenditure Budget / Revenue Projections							
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Contract-Medical Examiner		597,600	597,600				
22. Totals:		597,600	-	-	-	-	-
To Be Completed By Purchasing Department							
Contract Start Date: 10/1/2012 9/1/12		Auto Renewal Contract: Yes / <input checked="" type="radio"/> No		Bid No: N/A			
Contract End Date: 9/30/2012 8/31/13		Contract # Issued By Purchasing: CM13200					

Approved By:	Signature	Date
Department Head:		5/2/2013
Purchasing Agent:		5-3-2013
County Legal:		5-3-13
Contract listed in Budget Documentation: Yes / No		
County Budget Office:		5/3/2013

State of Texas

§

§

County of Galveston

§

**Interlocal Cooperation Agreement by and between
The University of Texas Medical Branch at Galveston and the County of Galveston
Relating to the Galveston County Medical Examiner's Office**

I. Parties

.....

This Interlocal Cooperation Agreement (Agreement) is made and entered into by and between The University of Texas Medical Branch at Galveston (UTMB), for and on behalf of its Department of Pathology, and the County of Galveston, Texas (County), each of whom is a Party hereto and who are collectively referred to herein as the Parties.

II. Preamble

Whereas, the County, in accordance with Article 49.25 of the Texas Code of Criminal Procedure has established and maintained and is authorized to provide for the maintenance of the Office of the Galveston County Medical Examiner;

Whereas, the County, in accordance with Article 49.25, is authorized to appoint and has appointed the Galveston County Medical Examiner, who serves at the pleasure of the Galveston County Commissioners' Court;

Whereas, the person so appointed is Stephen Pustilnik, M.D., who is a physician licensed by the State Medical Board of the State of Texas (formerly known as the Board of Medical Examiners of the State of Texas) and who is Board Certified by the American Board of Pathology in Anatomic and Forensic Pathology, and has extensive training and experience in pathology, toxicology, histology, and other medico-legal services;

Whereas, the County, in accordance with Article 49.25, is authorized to establish and pay the salaries and compensation of the Medical Examiner and the Medical Examiner's staff, and to provide office space and laboratory facilities or to make arrangements for the use of existing facilities in the County for the performance of medical examiner services;

Whereas, the County wishes to enter into an agreement to facilitate the continued maintenance of the Galveston County Medical Examiner's Office;

Whereas, UTMB operates a reputable medical school located within Galveston County;

Whereas, UTMB operates a hospital located within Galveston County;

Whereas, UTMB is an institution of higher education or university system as defined in Section 61.003 of the Texas Education Code;

Whereas, UTMB desires to facilitate the maintenance of the Galveston County Medical Examiner's Office and has facilities and qualified faculty physicians, staff physicians, and personnel for such services;

Whereas, physicians are authorized to make determinations of death and perform autopsies;

Whereas, the present Medical Examiner and Deputy Medical Examiners are also faculty or staff physicians employed by UTMB and as such are employees of UTMB;

Whereas, by the appointment of the Galveston County Commissioners' Court, eleven (11) Deputy Medical Examiner's perform medical examiner services within the Galveston County Medical Examiner's Office and such persons are all physicians licensed by the State Medical Board of the State of Texas and have extensive training and experience in pathology, toxicology, histology, and other medico-legal services;

Whereas, the present Medical Examiner and Deputy Medical Examiners are all physicians licensed by the State Medical Board of the State of Texas with their licensures in good standing;

Whereas, the Interlocal Cooperation Act, codified as Chapter 791 of the Texas Government Code, authorizes local governments to contract with other local governments, institutions of higher education, university systems, and agencies of the State of Texas in accordance with its provisions;

Whereas, the Parties to this Agreement are local governments, agencies of the State of Texas, institutions of higher education, or university systems within the meaning of Chapter 791 of the Texas Government Code; and

Whereas, the Parties hereto wish to enter into an agreement to facilitate the funding and operation of the Galveston County Medical Examiner's Office.

Now Therefore, it is mutually agreed by and between the Parties as follows:

III. Terms

A. UTMB Responsibilities

Interlocal between UTMB and County relating to Medical Examiner's Office

1. Establishment of Office and Associated Staff

1.1 Number of Personnel. UTMB, through its Department of Pathology, will provide:

- a. Medical Examiner. A qualified faculty physician, who shall perform the duties and responsibilities and serve as the Galveston County Medical Examiner. Such physician is currently Stephen Pustilnik, M.D., who has been appointed by the Commissioners' Court of Galveston County. UTMB acknowledges and agrees that the appointment of the Galveston County Medical Examiner is made solely by the Commissioners' Court of Galveston County.
- b. Deputy Medical Examiners. One or more qualified staff physicians to act as Deputy Medical Examiners under the direction of the Medical Examiner. UTMB acknowledges and agrees that the current Deputy Medical Examiners are the following physicians: Nobby Mambo, Harminder Narula, David Walker, Gerald Campbell, Paul Boor, Landon Stout, Judith Aronson, Juan Olano, Bill A. (Al) Rampy, and Hal Hawkins. UTMB further acknowledges and agrees that the appointment of any Deputy Medical Examiner is made through appointment by the Commissioners' Court of Galveston County, and no person may serve as a Deputy Medical Examiner unless such appointment has been made by the Commissioners' Court.
- c. Other personnel. Associated staff necessary to operate the Office of the Galveston County Medical Examiner.

1.2 UTMB Employees. The Medical Examiner, Deputy Medical Examiners, and associated staff are UTMB employees and UTMB shall compensate such employees.

1.3 Forensic Certification. The Parties agree that no person shall be appointed Medical Examiner unless the person is a physician licensed by the State Medical Board of the State of Texas (Texas Medical Board), and that, to the greatest extent possible, the Medical Examiner shall be appointed from persons having training and experience in pathology, toxicology, histology, and other medico-legal sciences. In this regard, the UTMB faculty physician serving as the Medical Examiner shall be licensed by the Texas Medical Board and shall be board certified in the field of forensic pathology. The staff physician(s) serving as Deputy Medical Examiner(s) shall be similarly licensed as a physician(s) by the Texas Medical Board. The Deputy Medical Examiner(s) must also be board certified or board eligible in the field of forensic pathology. County may waive the certification requirement for the Deputy Medical Examiner(s) in the event such a waiver becomes essential for UTMB to provide sufficient staff physicians.

1.4 Pre-Approval/Appointment. All UTMB faculty and staff physicians shall provide the County's Director of Community Services with their curriculum vitae in order to be considered for appointment as Medical Examiner and/or Deputy Medical Examiner. The County's appointment of each physician must be obtained before the physician performs any services within the Galveston County Medical Examiner's Office. Such appointment will not be unreasonably withheld and must be obtained from the County, acting by and through

its Commissioners' Court, unless the Commissioners Court designates the Director of Community Services with such authority, in which event pre-approval of the person to be appointed may be issued in writing by the Director of Community Services and the Director shall thereafter, without delay, submit such appointment for consideration by the Commissioners' Court.

1.5 Familiarity with Agreement. Each UTMB faculty and staff physician performing services pursuant to this Agreement shall be provided with a copy of this Agreement, enabling them to be familiar with the terms hereunder.

1.6 Support Staff. UTMB shall provide the necessary personnel to adequately perform the clerical duties and investigatory functions required to perform the services required of the Galveston County Medical Examiner's Office. UTMB will be permitted to contract with third parties to act as Field Investigators.

1.7 Physician Residents. Physician Residents may be used to assist the Medical Examiner in the performance of his duties. However, no Physician Resident shall be permitted to perform an autopsy on an obvious crime victim. As well, should a Physician Resident begin an autopsy on an individual and, during the course of the proceeding, discover the individual to be a crime victim, the Physician Resident will immediately cease operations and notify the Medical Examiner, in order that the Medical Examiner or a Deputy Medical Examiner might both review the findings of the Physician Resident prior to such discovery and then continue the autopsy. In addition, the Criminal District Attorney or District Attorney, as applicable, of the county in which the crime victim was found will be immediately notified of such discovery.

2. Medical Examiner

2.1 Statutory Duties. The Medical Examiner, in accordance with State and/or Federal law as applicable, performs the duties and assumes the responsibilities required of a medical examiner; compliance with State and/or Federal law as applicable means as the laws presently exist and as they may be amended in the future. Laws prescribing duties and responsibilities to a medical examiner include, but are not limited to, the following:

Texas Code of Criminal Procedure, Article 49.25;
Texas Health and Safety Code, Chapter 81;
Texas Health and Safety Code, Chapter 88;
Texas Health and Safety Code, Chapter 671, Subchapter B;
Texas Health and Safety Code, Chapter 672;
Texas Health and Safety Code, Chapter 673;
Texas Health and Safety Code, Chapter 693;
Texas Occupations Code, Chapter 151 (the Medical Practice Act);
Texas Government Code, Chapter 552 (Public Information Act); and
Texas Family Code, Chapter 264.

- 2.2 CDPCA. The Medical Examiner, in accordance with the requirements of the Communicable Disease Prevention and Control Act (CDPCA), codified at Chapter 81 of the Texas Health and Safety Code, shall report confirmed and suspected communicable diseases and reportable health conditions to the Executive Director of the Galveston County Health District (District), and will cooperate with the District's health authorities and epidemiologists in public health investigations of reportable conditions.
- 2.3 Use of accredited crime laboratory for forensic analysis. The Parties acknowledge and agree that in the event the Medical Examiner in the exercise of its discretion submits specimens to an outside laboratory for usage in criminal action(s), that the Medical Examiner shall only submit such samples to a laboratory(ies) that is/are an accredited crime laboratory(ies) and in compliance with requirements of Article 38.35 of the Code of Criminal Procedure and Government Code Chapter 411, Subchapter A, which such provisions require accreditation by the Texas Department of Public Safety.
- 2.4 Supervision. The Parties acknowledge and agree that the Medical Examiner shall supervise the Deputy Medical Examiners, Resident Physicians, if any, and staff (including scientific experts, trained technicians, field investigators, and clerical personnel) performing services within the Medical Examiner's Office.
- 2.5 Judgment. The Parties acknowledge and agree that the Medical Examiner (including Deputy Medical Examiners when applicable) will perform all services and duties required of a medical examiner and exercise all discretionary powers in a manner consistent with the applicable canons of forensic medicine, professional ethics, and their best professional judgment.
3. **Field Investigations**. Field investigators will be on call 24 hours a day, 365 days a year. The Medical Examiner, Deputy Medical Examiner, or a field investigator will investigate the scene of every unattended death. At least one field investigator will be physically located on Bolivar Peninsula. If a vacancy arises in the position of field investigator stationed on Bolivar Peninsula, the County will assist UTMB in the recruitment of a replacement field investigator to be located on Bolivar Peninsula. But, until the replacement field investigator located on Bolivar Peninsula is recruited, UTMB will provide on-call field investigators to respond to an unattended death(s) on Bolivar Peninsula.
4. **Autopsies**. In accordance with Article 49.25 of the Code of Criminal Procedure, the Medical Examiner is authorized to conduct inquests, including without limitation, performing autopsies. If the cause of death shall be determined beyond a reasonable doubt, the Medical Examiner shall file a report thereof setting forth specifically the cause of death with the district attorney or criminal district attorney. Autopsies will be performed in all instances required by and in accordance with Article 49.25 of the Code of Criminal Procedure. Autopsies will be performed on victims of crime whose remains are discovered within Galveston County and on persons who die within Galveston County in circumstances requiring an autopsy. All autopsies shall determine the cause and manner of death to the extent such can be ascertained. Autopsies shall be fully documented through the use of 35 mm or digital photography and laboratory analysis of

tissue and other samples deemed necessary by the Medical Examiner. Each autopsy shall be reduced to a written report.

5. **Location of performance of autopsy.** Generally, autopsies will be performed in the Galveston County Medical Examiner's Building located at 6607 Highway 1764 in Texas City, Texas. If a person dies at UTMB, the autopsy may be performed at UTMB. Autopsies performed at UTMB will be done at no additional cost to the County.

6. **Private Autopsies**

6.1 Autopsies for other counties. The Parties acknowledge and agree that UTMB may have heretofore or hereafter enter into forensic services agreements, on behalf of its Department of Pathology, to perform autopsies for other counties wherein such autopsies may be performed by the Medical Examiner and/or a Deputy Medical Examiner(s). To this end, UTMB may do so as long as it employs personnel sufficient to adequately service these additional counties without impacting the services to be provided to Galveston County. Autopsies for other counties shall only be performed subsequent to order of a Justice of the Peace Court for the respective county. UTMB agrees that it will not use the County's Medical Examiner's Building for the performing of any non-Galveston County autopsies unless it first obtains the written permission of the County's Director of Community Services, which such permission will not be unreasonably withheld. At the time of the execution of this Agreement, UTMB has such forensic services agreements with Brazoria County, Fort Bend County, and Matagorda County.

6.2 Reporting.

- a. Documentation related to costs. UTMB will provide the County with such information that is reasonably required by the County, acting by and through its Director of Community Services and/or its County Auditor, to make a factual determination that by permitting UTMB to conduct autopsies for other counties that future costs to the County for services rendered by UTMB under this Agreement will be lower. Additionally, such information shall include, but is not limited to, providing the County Auditor with that portion of the UTMB approved budget relating to the Medical Examiner's Office and all anticipated costs and revenues thereunder. In the event the budget discloses any information that is not open under a general right of access, then UTMB may redact/obliterate such information and thus provide a redacted copy to the County Auditor. This information will be provided to afford the County the opportunity to fulfill its obligations of funding of the Medical Examiner's Office in accordance with Article 49.25 of the Code of Criminal Procedure. To further satisfy this obligation, UTMB shall provide the County Auditor with the actual revenues and expenses at the end of the fiscal year; this obligation shall survive termination of this Agreement.
- b. Quarterly reporting. Additionally, UTMB shall provide upon request by County, acting through its Director of Community Services, quarterly reporting showing the autopsies performed in the immediately preceding three-month period. The quarterly report shall

be provided to the County's Director of Community Services. Quarterly report shall, minimally, list: each autopsy performed and the respective entity for which the autopsy was performed. Required reporting shall begin on the expiration of the first quarter after the effective date of this Agreement and the obligation to continue such reporting shall survive the termination date of this Agreement until the reporting of the autopsies performed in the last quarter hereunder has been provided to the County.

6.3 Private or other county autopsies. For purposes of this Agreement, the term "private autopsy" means an autopsy:

- a. performed for other counties;
- b. performed at the request of any individual or entity on an individual who died outside Galveston County; or
- c. performed on an individual who died within Galveston County whose death would not otherwise be investigated as required by the Texas Code of Criminal Procedure or other applicable State law.

6.4 Records of private autopsies. Records of private autopsies performed at the Medical Examiner's Building are the property of the Medical Examiner.

6.5 Private autopsy revealing criminal aspects. In the event an autopsy report reveals that criminal aspects may have caused the individual's death, the Medical Examiner shall immediately notify the District Attorney or Criminal District Attorney, as applicable, of the county in which the victim was found of such findings.

7. Autopsy Records

7.1 Storage. Regardless of where the autopsy is performed, records of all written County autopsy reports, laboratory tests and reports, data, documents, x-rays, photographs, field investigator reports, correspondence, magnetic recordings, or other tangible items from which a record may be accurately reproduced (Autopsy Records) will be stored in the Medical Examiner's Office in Texas City as space allows. County will provide secure, climate controlled, off-site storage for all such Autopsy Records that exceed the storage capacity of the Medical Examiner's Office in Texas City.

7.2 Safe-keeping. The Medical Examiner is responsible for the safe-keeping, on behalf of County, of all record management and storage tasks relating to Autopsy Records. The Medical Examiner shall perform all record management tasks to preserve the records of all autopsies, laboratory tests, and other data produced during the initial term and any renewal term of this Agreement.

7.3 County access. County shall have ready access to County Autopsy Records as required for the purpose of prosecuting criminal cases or defending civil cases. Medical Examiner may retain copies of Autopsy Records for the Medical Examiner's files.

7.4 Public Information Act requests. Autopsy Records are available to the public in accordance with the Public Information Act, which is codified as Chapter 552 of the Texas Government Code, and in accordance with Article 49.25, Section 11, of the Texas Code of Criminal Procedure. County shall provide legal services to the Medical Examiner in responding to any and all requests for public information related to County autopsies and County Autopsy Records. If a request for information under the Public Information Act is served upon UTMB, UTMB will promptly reply to the Requestor that UTMB is not the Officer for Public Information for the requested information by utilizing the following statement:

“UTMB is in receipt of your request for information under the Public Information Act. However, your request is not properly served as UTMB is not the Officer for Public Information for the information you have requested. To properly serve your request, it must be directed to the Galveston County Medical Examiner. The mailing and physical address for the Galveston County Medical Examiner is 6607 Highway 1764, Texas City, Texas 77591, and the facsimile number for the Galveston County Medical Examiner is (409) 935-8305.”

County, acting through its Legal Department, shall work with the Medical Examiner’s Office to promptly review Public Information Act requests and associated requested information. County shall be responsible for any argument made to the Texas Attorney General and, in the event the Attorney General’s Office opines that information must be released, then the County shall be responsible for the subsequent release to the Requestor or for pursuing other legal actions in the event it wishes to continue to withhold requested information. Additionally, the Medical Examiner shall immediately notify the County’s Criminal District Attorney’s Office whenever a Public Information Act request is received requesting records relating to autopsies that are also being criminally investigated, in order to determine whether the Criminal District Attorney objects to the release of the requested information and which will further afford the Criminal District Attorney the opportunity to intervene in the request to assert objection(s) to release. In the event the Criminal District Attorney objects to the release of requested information, the Medical Examiner shall cooperate with the Criminal District Attorney in seeking a decision from the Texas Attorney General about whether the information is excepted from disclosure. The legal services to be provided by the County in this event shall be performed either through the County Legal Department or through the Criminal District Attorney’s Office, at the discretion of the Criminal District Attorney.

7.5 Return of records. At the date of expiration or early termination of this Agreement, the Medical Examiner shall release to County all County Autopsy Records produced and maintained by the Medical Examiner. Should the Medical Examiner desire, the Medical Examiner may retain a copy of the County Autopsy Records.

8. Court Appearance

8.1 Cooperation. Appearance during court hearings and trials is a critical function of the Medical Examiner’s Office. The Medical Examiner and the Deputy Medical Examiners shall cooperate, to the full extent of the law, with the County’s Criminal District Attorney, the

Director of the County's Legal Department, and with any law enforcement agency(ies) having jurisdiction over a given case.

8.2 Court appearances. The Medical Examiner, or if appropriate, the Deputy Medical Examiners and/or field investigators will appear as necessary during Grand Jury proceedings, depositions, court hearings, and trials in any civil or criminal Galveston County case ("proceedings"). Such appearances will be limited to those cases for which the Medical Examiner, Deputy Medical Examiner, or a resident physician acting under their direction, performed the autopsy, the field investigator was performing a field investigation, and to such other cases to which they might agree to appear. The County's Criminal District Attorney or the County's Legal Department Director are authorized to request such appearances. Whenever reasonably possible, the Medical Examiner or the Deputy Medical Examiner who performed the autopsy and the field investigator who performed the field investigation should be readily available for the criminal proceedings or proceedings involving the County's Legal Department.

8.3 Fees for court appearances. In accordance with Article 49.25, Section 13A, of the Code of Criminal Procedure, the Medical Examiner's Office is authorized to charge reasonable fees for services provided by the office, including cremation approvals, court testimonies, consultants, and depositions, provided that the amount of the fees have been approved by the Commissioners' Court of Galveston County. The fees may not exceed the amount necessary to provide the services. Notwithstanding the foregoing, no fee may be assessed against the County's Criminal District Attorney or a County office for such services. In the event of litigation where neither the County nor the State of Texas is a party to the cause of action, the Medical Examiner's Office may charge a reasonable and customary fee in accordance with and on behalf of UTMB Department of Pathology in connection with the Medical Examiner's participation in the proceedings, provided that the Commissioners' Court has approved such fees. In the event the County's Criminal District Attorney or the County's Legal Department Director request the services of a fee based expert witness who is not an employee of UTMB performing services within the Medical Examiner's Office (other than an expert witness from AEGIS Sciences Corporation, the current provider of post-mortem toxicology services) and UTMB arranges for such expert witness services, County agrees to reimburse UTMB promptly for UTMB's actual and verified expenses related to procuring those services. In the event the Medical Examiner has requested AEGIS Sciences Corporation to provide post-mortem toxicology services and, at a later date, that either the County or the County's Criminal District Attorney or the County's Legal Department Director requests the services of an expert witness from AEGIS Sciences Corporation, County agrees to reimburse UTMB for AEGIS's expert testimony up to a maximum of one thousand dollars (\$1,000) plus reasonable travel expenses in keeping with UTMB's travel policy per event or such other amount as the County and UTMB may mutually agree.

9. Medical Waste

9.1 Compliance with regulations. The Medical Examiner will comply with all Federal and State laws and regulations regarding labeling, packaging, storing, transporting, tracking, and

disposing of medical waste, other waste and human remains, samples and specimens generated by the Medical Examiner's Office. UTMB agrees to be responsible for and shall provide the services for the transport and disposing of medical waste, other waste and human remains, samples and specimens generated by the Medical Examiner's Office under this Agreement.

- 9.2 Specimen retainage. Specimens that are retained greater than one year by the Medical Examiner as part of the standard competent practice of forensic pathology shall be disposed of at an interval determined by the Medical Examiner after consultation with the County and County's Criminal District Attorney and/or the County's Legal Department Director to determine the need to continue to retain the specimens.

B. County Responsibilities

1. Compensation

- 1.1 Compensation for services. For services performed by UTMB, the County will pay the sum of Five Hundred Ninety-Seven Thousand Five Hundred Twelve Dollars and No Cents (\$597,512.00) annually for the term of this Agreement.

- 1.2 Monthly payments. Payments made by County will be made in twelve equal monthly installments of Forty-Nine Thousand Seven Hundred Ninety-Two Dollars and 67 cents (\$49,792.67). Each monthly payment shall be paid in accordance with provisions of Texas Government Code Chapter 2251, commonly called the Texas Prompt Pay Act. All payments shall be made payable to UTMB and mailed to the following:

The University of Texas Medical Branch at Galveston
Post Office Box 4786-750
Houston, Texas 77210-4786

- 1.3 Annual reconciliation of expenses. UTMB agrees that this Agreement should be evaluated on an annual basis with regard to the expenses and revenues of the Medical Examiner's Office and that cost savings and excess revenues should be considered in the annual contract renewal in the same regard as excess expenses. An accounting of the facts outlined herein will be provided upon request to the Director of the County Community Services Department on a timely basis prior to the consideration of any renewal of this Agreement or any subsequent agreement.

- 1.4 Financial records. UTMB shall maintain the necessary financial records to support the expenditure of the funds paid by the County. The County Auditor or the County Auditor's designee shall have the right to audit these records for up to three (3) years after the close of the County's fiscal year (September 30). The County shall examine these records during normal business hours (i.e., 8 a.m. to 5 p.m., Monday through Friday) at UTMB's primary business location or any other location within Galveston County that is more convenient to

the County Auditor. Copies of any records will be provided to the County Auditor upon request at no charge. UTMB shall promptly (within ninety days of receipt of any auditor report from the County) respond to any discrepancies noted by the County Auditor.

2. Medical Examiner's Building

- 2.1 Building and Equipment. County will provide its Medical Examiner's Building (Building), located at 6607 FM 1764 in Texas City, Texas, to the Medical Examiner. County has heretofore furnished the equipment, furniture, and other items required by the Medical Examiner to perform the Medical Examiner's duties.
- 2.2 Utilities and Services. County shall be responsible for payment of the following Building utilities and services: electricity, gas, water, sewer, normal refuse collection (excluding medical waste), telephone, alarm monitoring systems, and janitorial service. County will also be responsible for payment of storage costs and freezer alarm costs for specimens located within the Building.
- 2.3 Repairs. County will be responsible for repairs and upkeep of the Building and adjacent parking lot. In addition, County will be responsible for reasonable and necessary repairs to the road (see subsection 2.7 herein).
- 2.4 Property damage. County will obtain property damage insurance insuring the Building and contents in such amounts the County deems reasonable.
- 2.5 County access. County shall have such access to the Building as is reasonable and necessary to accomplish inspection, maintenance, and inventory of County-owned fixtures and other County-owned equipment and furnishings.
- 2.6 UTMB improvements. UTMB may, for the Medical Examiner's convenience, provide computers and related software or its own telephone system to utilize in the operation of the Building. UTMB may make such installations it sees fit so long as such installation does not damage the structural or environmental integrity of the Building.
- 2.7 Danforth easements. Access to the Building is by use of three easements granted by Danforth Hospital, Inc. Medical Examiner will not, and the will not permit any of the Medical Examiner's invitees, undertake any activity which will interfere with Danforth's quiet enjoyment of its hospital grounds located adjacent to the Building.

3. Transportation of Human Remains.

- 3.1 County transport. In the event the County needs to transport human remains, the County has a contract with a third party for such services. That contractor shall provide pick-up and handling of human remains from accident sites, homes, or other locations where death occurs or is discovered. The contractor will transport the remains to the Building when required to determine or investigate the cause of death. The contractor provides these services 24 hours

a day, 7 days a week, including weekends and holidays. The Medical Examiner will provide the contractor with ready access to the Building so as to enable delivery of remains at any time of day.

- 3.2 Medical Examiner authorization. Notwithstanding the foregoing, the Parties acknowledge and agree that no body shall be disturbed or removed from the position in which was found except in accordance Article 49.25 of the Code of Criminal Procedure.

C. Mutual Agreements

1. Indemnification

- 1.1 Indemnification by County. To the extent authorized by the laws and Constitution of the State of Texas, County agrees to hold the State of Texas, the Board of Regents of The University of Texas System, UTMB, its officers, employees, and agents harmless from and indemnify each of them against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities, excluding attorney fees, for personal injury, death, or property damage resulting from the acts or omissions of County or the County's officers, agents, or employees.

- 1.2 Indemnification by UTMB. To the extent authorized by the laws and Constitution of the State of Texas, UTMB agrees to hold the County, its officers, employees, and agents harmless from and indemnify each of them against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities, excluding attorney fees, for personal injury, death, or property damage resulting from the acts or omissions of UTMB or the UTMB's officers, agents, or employees.

2. **Insurance.** UTMB represents and warrants to County that UTMB shall maintain in full force and effect during the term of this Agreement self-funded professional liability coverage for the Medical Examiner and Deputy Medical Examiners, which such coverage is known as The University of Texas System Medical Malpractice Self-Insurance Plan. Under no circumstances will the County be liable for an act of a UTMB physician, official, employee, or agent. Under no circumstances will UTMB be liable for an act of a County official, employee or agent.
3. **Catastrophic Events.** The Parties acknowledge and agree that this Agreement is not intended to provide services with respect to either man-made or natural disasters and other large-scale emergencies. Neither UTMB nor County shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material, or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, or any other cause not reasonably within the control of UTMB or County and which by the exercise of due diligence neither UTMB nor County is able, wholly or in part, to prevent or overcome. The Parties agree to work together to secure assistance to the extent commercially reasonable from neighboring County Medical Examiners, local physicians, or other entities capable of providing services required for investigating those deaths covered by

this subsection. In the event of such an occurrence, County agrees to pay such additional fees as are reasonable necessary for UTMB to perform services pursuant to this Agreement.

4. **Amendments.** This Agreement may be amended only by written instrument duly authorized and executed by each Party hereto.
5. **Notice.** Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:

.....Notice to UTMB:.....

Executive Vice President, Chief Business and Finance Officer,
The University of Texas Medical Branch at Galveston
301 University Boulevard
Route Number 0128
Galveston, Texas 77555-0128

With copy to:

Assistant Director, Department of Pathology
The University of Texas Medical Branch at Galveston
301 University Boulevard
1.116 Keiller Building
Galveston, Texas 77555-0609

Notice to County:

Director, Galveston County Department of Community Services
Galveston County Courthouse
722 Moody, 5th Floor
Galveston, Texas 77550

With copy to:

Director, Galveston County Legal Department
Galveston County Courthouse
722 Moody, 5th Floor
Galveston, Texas 77550

6. **Term/Termination.** Regardless of the date of execution of this Agreement, this Agreement shall be in effect from September 1, 2012 through August 31, 2013, unless terminated earlier as provided herein. A Party may terminate this Agreement for any reason or for convenience by giving the other Party ninety (90) days prior written notice of intent to terminate.

7. **Assignment.** Neither Party may assign any of the rights or duties created by this Agreement without the prior written approval of the other Party.
8. **Governing law and venue.** This Agreement is governed by the laws of the State of Texas. Venue for any action arising out of this Agreement shall lie exclusively in Galveston County, Texas.
9. **Mediation.** Any disputes that may arise between the Parties as to any provision of this Agreement may be submitted to nonbinding mediation.
10. **Severability.** If any provision contained in this Agreement is held to be invalid by a court of competent jurisdiction for any reason, such invalidity shall not affect other provisions of this Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
11. **Waiver.** No waiver of any default by the County in the performance of UTMB will constitute a waiver of any subsequent default.
12. **Independent Contractor.** UTMB recognizes that it is engaged as an independent contractor and acknowledges that County will have no responsibility to provide benefits that are associated with employee status. UTMB, in accordance with its status as an independent contractor, agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer or employee of the County, and that it will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the County, including but not limited to, unemployment insurance benefits, social security coverage, or retirement benefits.
13. **Earlier contract.** This Agreement replaces the agreement entered into between the Parties effective September 1, 2012.
14. **HIPAA Compliance.** County agrees to keep private and to secure any information provided by UTMB that is considered either Individually Identifiable Health Information (IIHI) by the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C.A. § 1320d through d-8 (HIPAA) and amended by the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act"), or Protected Health Information (PHI) as promulgated in 45 C.F.R. Part 164 (HIPAA Privacy Regulations) and 45 C.F.R. Part 142 (HIPAA Security Regulations). County agrees to only use and disclose PHI as required to perform the services outlined in this Agreement, which may include the proper management and administration of the Agreement and County may provide data aggregation services to the health care operations of UTMB. County will not use or further disclose PHI other than as permitted under this Agreement and County will use appropriate safeguards to prevent the use or disclosure of PHI for any reason other than as provided by the Agreement. County agrees to promptly notify UTMB of any use or disclosure of PHI not provided for in this Agreement. County agrees to notify UTMB of its corrective actions to cure any breaches as soon as possible. County understands that UTMB may terminate this Agreement immediately if County's actions are not

successful in remedying the breach and UTMB may report the problem to the Secretary of Health and Human Services. County shall require any agents or subcontractors who receive PHI to be bound by the same restrictions and conditions outlined in this Agreement. County agrees to follow 45 C.F.R. §§ 164.524 (Access of Individuals to PHI), 164.526 (Amendment of PHI), and 164.528 (Accounting of Disclosures of PHI) of the HIPAA Privacy Regulations. County agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by UTMB available to the Secretary of Health and Human Services or UTMB for purposes of determining the County's compliance with the HIPAA Privacy Regulations. After County has completed working with or using PHI provided by UTMB, County agrees to return or destroy all PHI if feasible and if not feasible County agrees to continue to protect the PHI from wrongful uses and disclosures. If County decides to destroy PHI provided by UTMB under this Agreement, County will keep a record of the proper destruction or provide UTMB with notice and certification of proper destruction of PHI.

15. **Immunity Retained.** No Party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein. Each Party hereto specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.
16. **Current Revenue.** Each Party hereto agrees that all payments for the performance of governmental functions and services pursuant to this Agreement shall be made from current revenues.
17. **Authority to Bind.** Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all terms and provisions of this Agreement, and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.
18. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and no oral representation between the Parties made prior to or after the execution of this Agreement will be given any force and effect unless reduced to writing herein.
19. **Headings.** The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

Signature Page Follows


The rest of this page is intentionally left blank

The foregoing Agreement is hereby **EXECUTED** by the Parties hereto in *triplicate counterparts*, each of which shall be deemed an original, to be effective as of the date specified herein.

Galveston County:

**The University of Texas Medical
Branch at Galveston:**

By: _____
Mark Henry, County Judge

By:  _____
William R. Elger, CPA
Executive Vice President,
Chief Business and Finance Officer


Date: _____

Date: 4/12/12

ATTEST:

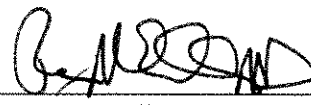
Content Reviewed: me

Dwight D. Sullivan, County Clerk

By:  4/22/13
Danny O. Jacobs, MD, MPH
Executive Vice President and Provost
Dean, School of Medicine

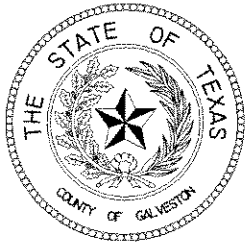
Date: _____

Date: 4/22/13

By:  _____
Rex McCallum, MD, FACP, FACR,
Vice President, Chief Physician Executive

Date: 4/18/13

AGENDA ITEM #24.b.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department

1. Date of Request: 5/7/2013	2. Contract Type: <u>Expense</u> Revenue Other	3. Renewal Contract: Yes <u>No</u>
4. Department Name: Community Services		5. Department Contact: Connie Nicholson
6. Description: Contract for Connect Transit San Leon/Bacliff		
7. IFAS PEID No: <u>400782</u>	8. IFAS Req No: 1101	10. Object Code: 5496150
11. Vendor: Gulf Coast Center		12. Vendor Contract No:
13. Requested Legal Review: Yes Yes / No (Explain if No)		

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Contract Gulf Coast Center	<u>1101</u>	15,000	15,000				
22. Totals:		15,000	15,000	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: Oct. 1, 2012	Auto Renewal Contract: Yes <u>No</u>	Bid No: <u>N/A</u>
Contract End Date: Sept. 30, 2013	Contract # Issued By Purchasing: <u>CM13205</u>	

Approved By:	Signature	Date
Department Head:	<u>Connie Nicholson</u>	<u>5/7/2013</u>
Purchasing Agent:	<u>[Signature]</u>	<u>5-7-2013</u>
County Legal:	<u>[Signature]</u>	<u>5-8-13</u>
Contract listed in Budget Documentation: Yes / No		
County Budget Office:	<u>[Signature]</u>	<u>5/8/2013</u>

MEMORANDUM OF UNDERSTANDING
RELATED TO TRANSIT CONNECT

1. Purpose: This memorandum is to memorialize the purpose and intent of the County of Galveston and the Gulf Coast Center regarding the continuing partial funding by Galveston County for a transportation service coordinated by the Galveston Coast Center.
2. Gulf Coast services: The Gulf Coast Center is a public transit authority for the purpose of receiving federal transportation funds. The Center has successfully obtained funds to operate a number of transit routes throughout Galveston County and conducts such operation under the name "Connect Transit". The Center has received funding through the Texas Department of Transportation and the Houston Galveston Area Council for the purpose of operating a Connect Transit bus route between San Leon and Bacliff; the Center has operated this route since March 2010.
3. Galveston County local funding: The Center has funded the Connect Transit system by receipt of grant monies as well as the receipt of local match money from local governmental units within Galveston County such as the City of Dickinson, Texas City and League City. The San Leon/Bacliff transportation route has utilized match money in the amount of \$15,000 from the County of Galveston since 2010.
4. FY 2013 appropriation: The County of Galveston's fiscal year 2013 runs from October 1, 2012 to September 30, 2013. The County has appropriated in its budget for FY 2013 the sum of \$15,000 as its local match for the support of the San Leon/Bacliff transportation route. The Center represents and the County accepts the representation that the annual match money is still needed to operate to the San Leon/Bacliff bus route. The Center agrees to apply the funds delivered by the County to the operation of the San Leon/Bacliff bus route.
5. Connect Transit operation: The parties agree the County is merely a funding source and will have no role or responsibility in the operation of any phase of the Connect Transit program. The Center will be solely responsible for the operation, maintenance, insurance, and suitability of the vehicles utilized by Connect Transit. To the extent possible under the laws of the State of Texas, the Center agrees to indemnify and hold harmless the County from any claim arising from the operation of Connect Transit. The Center will be solely responsible to endure compliance with any requirement of regulation imposed by the Texas Department of Transportation, or any other governmental entity, through the grant awarded by the HGAC.
6. Future appropriations: Nothing in this memorandum obligates the County of Galveston to guarantee the provision of funds to the Center for the operation of the San Leon/Bacliff bus route, or any other route operated by the Center, beyond the FY 2013 budget. The Center shall submit requests for future funding through the County's Director of Community Services for consideration in the annual County budget hearings; the Center shall submit its transportation funding request no later than April 1st of each year. The Commissioners Court shall consider such funding requests on an annual basis as part of its normal budget deliberations. Any decisions made by the Commissioners Court of Galveston County shall be communicated to the Center through its Director of Community Services.

7. Combined future requests: The parties acknowledge that the appropriation of funds for the use of the Center for the operation of a route under "Connect Transit" is merely one of a variety of activities conducted by the Center for which the County provides some degree of funding. If in the future the Center and the County, through its Director of Community Services, determine it is more practical to include the funding request for "Connect Transit" as part of a single funding request to the County for all Center activities, the Center will do so through coordination with the County's Director of Community Services.

8. No guarantee of future funding: The Center acknowledges that nothing in this agreement binds the County to make any future appropriation for the operation of Connect Transit, or any other program operated or undertaken by the Center, at any time in the future. Rather future appropriation requests will be considered by the County on an annual basis.

9. Contacts: The County's point of contact for administration of this agreement shall be:

Director of Community Services
County Courthouse 5th Floor
722 Moody
Galveston, Texas 77551
(409) 770-5543

The Centers point of contact for administration of this agreement shall be:

Carolyn Rose, Director Administrative Services
The Gulf Coast Center
4444 West Main, League City, TX 77573
(409)944-4447

10. This agreement represents the entire agreement of the parties and is solely an agreement regarding the administrative mechanism related to funding of a certain activity of the Center by the County. This memorandum shall remain in effect for that period for which the County of Galveston provides funding for the operation of the Connect Transit system. At such a time when the County declines to provide funding, or the Center ceases operation of the Bacliff/San Leon Connect Transit route described herein, this memorandum shall be automatically terminated.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

This agreement is executed by the parties in multiple originals on the dates set forth below following the authorized signature of the party representatives.

For the County of Galveston

For the Gulf Coast Center

Mark Henry

County Judge of Galveston County

Date: _____



Mike Winburn

Executive Director

Date: 5/6/13

Attest:

Dwight Sullivan

County Clerk of Galveston County

AGENDA ITEM #25.a.

APPLICATION FOR PERMISSION TO CONVEY BY METES AND BOUNDS PROPERTY
DESCRIPTIONS, PORTIONS OF PREVIOUSLY PLATTED LOTS, WITHOUT REVISING THE PLAT

THE COMMISSIONERS COURT
OF GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS

NOW COMES Charles R. Dorsett, for CRYSTAL FUN TOWN, INC. and files this Petition and Application for permission to convey, by metes and bounds property descriptions, portions of Lot 1, CRYSTAL SQUARE, in Galveston County, Texas, recorded in Plat Record 18, Map No. 1379, of the Map Records in the County Clerk's Office of Galveston County, Texas, without revising the plat. There shall be no changes in the streets, drainage or any other lines as presently reflected in the Plat. In support thereof, Petitioner would respectfully show into the Court the following, to wit:

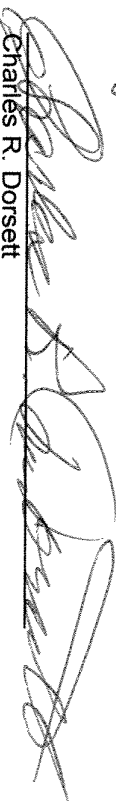
A copy of a survey, with metes and bounds property descriptions, depicting the portion Lot 1, CRYSTAL SQUARE attached hereto as EXHIBIT "A".

TRACT 1-A North 2.000 Acres of Lot 1, CRYSTAL SQUARE
TRACT 1-B South 2.246 Acres of Lot 1, CRYSTAL SQUARE

1. Only Lot 1, CRYSTAL SQUARE is to be involved in these conveyances. Petitioner is the sole owner of said Lot 1, CRYSTAL SQUARE.
2. The proposed revision will not interfere with the established rights of any owner of any other part of the subdivided land, save and except the lands of said Charles R. Dorsett, for CRYSTAL FUN TOWN, INC Petitioner herein.
3. Petitioners willing and prepared to pay to the County any appropriate administrative cost or fees which may be incurred in the processing of the Application and Petition.
4. The petitioner understands that approval of this metes and bounds document does not guarantee approval of water well or sewer permits or building permits and that water, sewer and building permits are separate issues.
5. Approval of this metes and bounds application does not guarantee Galveston County Health Dept. permits for the sewer system will be issued.

WHEREFORE, Petitioner prays that upon final hearing hereof, this Honorable Court adopt an Order granting permission to the Petitioner to convey a portion of Lot 1, CRYSTAL SQUARE, all as per the survey plat and metes and bounds property description shown in Exhibit "A" attached hereto, and that this Honorable Court enter such further orders and take such further action as may be proper.

EXECUTED this 1st day of May 2013.


Charles R. Dorsett
CRYSTAL FUN TOWN, INC
3014 Greenwood Glen Drive
Kingwood, TX 77345

THE STATE OF Texas
COUNTY OF Galveston

BEFORE ME, the undersigned authority on this day personally appeared Petitioner
CHARLES R. DORSETT, to me to be the person whose name is subscribed to the above and foregoing instrument
and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

WITNESSED MY HAND AND SEAL OF OFFICE this the 1 day of May, 2013.



Joann Bouse
Notary Public-State of TEXAS

APPROVED

BY: MARK HENRY Date _____
Galveston County Judge

ATTEST:
DWIGHT SULLIVAN Date _____
County Clerk

By: _____
Deputy

Exhibit "A"

Tract 1--A

Page 2 of 2

Being the North 2.000 Acres of Lot 1 of CRYSTAL SQUARE, a subdivision in Galveston County, Texas, according to the map or plat thereof, recorded in Plat Record 18, Map No. 1379, of the Map Records in the Office of the County Clerk of Galveston County Texas and being more particularly described by metes and bounds as follows:

BEGINNING at the intersection of the West Right-of-Way line of a public road known as Noble Carl Drive, the South Right-of-Way line of State Highway No. 87 and the Northeast corner of said Lot 1 of CRYSTAL SQUARE;

THENCE South 38°05'09" East, along the East line of said Lot 1, a distance of 234.13 feet;

THENCE South 61°03'00" West, a distance of 373.32 feet to the West line of said Lot 1;

THENCE North 38°15'00" West, along said West line of Lot 1, a distance of 234.17 feet to the South Right-of-Way line of said Hwy 87;

THENCE along the said South Right-of-Way line, along a curve to the right, with a radius of 5670 feet, chord bearing of North 61°02'01" East, chord distance of 373.98 feet for an arc length of 374.05 feet to the PLACE OF BEGINNING, containing 2.000 acres.

Tract 1--B

Being the South 2.246 Acres of Lot 1 of CRYSTAL SQUARE, a subdivision in Galveston County, Texas, according to the map or plat thereof, recorded in Plat Record 18, Map No. 1379, of the Map Records in the Office of the County Clerk of Galveston County Texas and being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the West Right-of-Way line of a public road known as Noble Carl Drive, the South Right-of-Way line of State Highway No. 87 and the Northeast corner of said Lot 1 of CRYSTAL SQUARE;

THENCE South 38°05'09" East, along the East line of said Lot 1, a distance of 234.13 feet to the PLACE OF BEGINNING;

THENCE continuing South 38°05'09" East, a distance of 265.87 feet;

THENCE South 61°04'05" West, along the North line of Lots 2 and 3 of said CRYSTAL SQUARE, a distance of 372.57 feet;

THENCE North 38°15'00" West, along said West line of Lot 1, a distance of 265.87 feet;

THENCE North 61°03'00" East, a distance of 373.32 feet to the PLACE OF BEGINNING, containing 2.246 acres.

AGENDA ITEM #25.b.

**APPLICATION FOR PERMISSION TO CONVEY BY METES AND BOUNDS PROPERTY
DESCRIPTIONS, PORTIONS OF PREVIOUSLY PLATTED LOTS, WITHOUT REVISING THE PLAT**

**THE COMMISSIONERS COURT
OF GALVESTON COUNTY, TEXAS**

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS

NOW COMES KENSARA SOK and SORYA CHAN and files this Petition and Application for permission to convey, by metes and bounds property descriptions, portions of Lot 1 and Lot 5, ALBERDIE ADDITION in Galveston County, Texas, recorded in Book 254-A, Page 77, and transferred to Plat Record 1, Map No. 8, both of the Map Records in the County Clerk's Office of Galveston County, Texas, without revising the plat. There shall be no changes in the streets, drainage or any other lines as presently reflected in the Plat. In support thereof, Petitioners would respectfully show into the Court the following, to wit:


A copy of a survey, with metes and bounds property descriptions, depicting the portion Lot 1 and Lot 5, ALBERDIE ADDITION attached hereto as EXHIBIT "A".

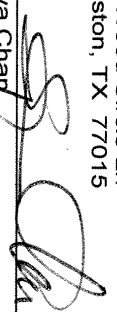
TRACT 1-A – part of Lot 1, ALBERDIE ADDITION
TRACT 5-A – part of Lot 1, and all Lot 5, ALBERDIE ADDITION

1. Only Lot 1 and Lot 5, ALBERDIE ADDITION are to be involved in these conveyances. Petitioners are the sole owner of said Lot 1 and Lot 5, ALBERDIE ADDITION.
2. The proposed revision will not interfere with the established rights of any owner of any other part of the subdivided land, save and except the lands of said KENSARA SOK and SORYA CHAN, Petitioners herein.
3. Petitioners are willing and prepared to pay to the County any appropriate administrative cost or fees which may be incurred in the processing of the Application and Petition.
4. The petitioners understand that approval of this metes and bounds document does not guarantee approval of water well or sewer permits or building permits and that water, sewer and building permits are separate issues.
5. Approval of this metes and bounds application does not guarantee Galveston County Health Dept. permits for the sewer system will be issued.

WHEREFORE, Petitioners pray that upon final hearing hereof, this Honorable Court adopt an Order granting permission to the Petitioner to convey a portion of Lot 1 and Lot 5, ALBERDIE ADDITION, all as per the survey plat and metes and bounds property description shown in Exhibit "A" attached hereto, and that this Honorable Court enter such further orders and take such further action as may be proper.

EXECUTED this 24 day of April 2013.


Kensara Sok
222 Wood Circle Ln
Houston, TX 77015


Sorya Chan
222 Wood Circle Ln
Houston, TX 77015

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority on this day personally appeared Petitioners
KENSARA SOK to me to be the person whose name is
subscribed to the above and foregoing instrument and acknowledged to me that they executed the same for the
purposes and consideration therein expressed.

WITNESSED MY HAND AND SEAL OF OFFICE this the 24 day of April, 2013.

Robert M. So

THE STATE OF TEXAS
COUNTY OF HARRIS

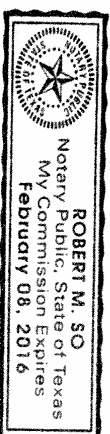


BEFORE ME, the undersigned authority on this day personally appeared Petitioners
SORYA CHAN to me to be the person whose name is
subscribed to the above and foregoing instrument and acknowledged to me that they executed the same for the
purposes and consideration therein expressed.

WITNESSED MY HAND AND SEAL OF OFFICE this the 24 day of April, 2013.

Robert M. So

Notary Public-State of _____



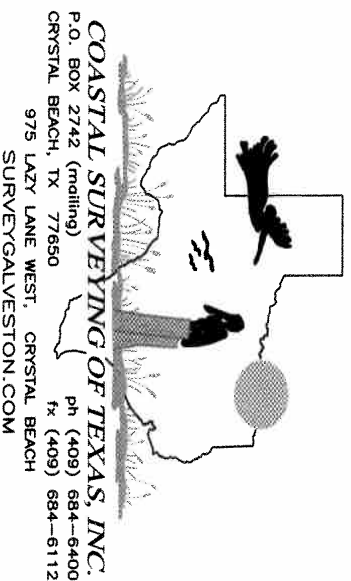
APPROVED

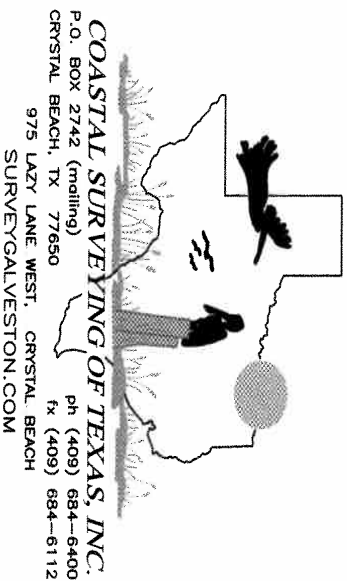
BY: MARK HENRY _____ Date _____
Galveston County Judge

ATTEST:

DWIGHT SULLIVAN _____ Date _____
County Clerk

By: _____
Deputy





Tract 1-A (2120 Hwy 87)

Being Tract 1-A, a part Lot 1 of ALBERDIE ADDITION NO.1, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254-A, Page 77 and transferred to Plat Record 1, Map No. 8, both of the Map Records in the Office of the County Clerk of Galveston County, Texas, said Tract 1-A being more particularly described by metes and bounds as follows:

BEGINNING at the Northeast corner of said Lot 1;

THENCE South 42°35' East, along the East line of said Lot 1 and the West line of Alberdie Drive, a 60 foot right-of-way, a distance of 105.67 feet;

THENCE South 47°25' West, a distance of 122.70 feet;

THENCE South 42°35' East, a distance of 105.23 feet to the North line of Lot 4 of said ALBERDIE ADDITION;

THENCE South 47°25' West, a distance of 125 feet to the Southwest corner of said Lot 1;

THENCE North 42°35' West, along the West line of said Lot 1, and the East line of EMERALD BEACH, SECTION 2, a subdivision in Galveston County, according to Plat Record 7, Map No. 13, of the Map Records of Galveston County, Texas, a distance of 300.2 feet to the South line of State Highway No. 87, a 120 foot right-of-way;

THENCE North 67°14' East, a distance of 263.3 feet to the POINT OF BEGINNING, containing 1.157 acres, more or less.

Tract 5-A (989 Alberdie Drive)

Being Tract 5-A, a part Lot 1 and all of Lot 5, of ALBERDIE ADDITION NO.1, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254-A, Page 77 and transferred to Plat Record 1, Map No. 8, both of the Map Records in the Office of the County Clerk of Galveston County, Texas, said Tract 5-A being more particularly described by metes and bounds as follows:

COMMENCING at the Northeast corner of said Lot 1;

THENCE South 42°35' East, along the East line of said Lot 1 and the West line of Alberdie Drive, a 60 foot right-of-way, a distance of 105.67 feet to the POINT OF BEGINNING;

THENCE South 47°25' West, a distance of 122.70 feet;

THENCE South 42°35' East, a distance of 105.23 feet to the North line of Lot 4 of said ALBERDIE ADDITION;

THENCE North 47°25' East, along the North line of said Lot 4, a distance of 25 feet to the Northwest corner of Lot 5 of said ALBERDIE ADDITION;

THENCE South 42°35' East, along the West line of said Lot 5, a distance of 50 feet to the Southwest corner of said Lot 5;

THENCE North 47°25' East, a distance of 97.70 feet to the Southeast corner of said Lot 5 and the said West line of Alberdie Drive;

THENCE North 42°35' West, along said Alberdie Drive, a distance of 155.23 feet to the POINT OF BEGINNING, containing 0.408 acre, more or less;

AGENDA ITEM #26.a.

**SECOND AMENDMENT TO BOTH THE AGREEMENT TO SELL AND PURCHASE
REAL ESTATE AND TO THE EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS AGREEMENT**

By and Between

**LOWE'S HOME CENTERS, INC. A
NORTH CAROLINA CORPORATION**

And

GALVESTON COUNTY, TEXAS

**SECOND AMENDMENT TO BOTH THE AGREEMENT TO SELL AND PURCHASE
REAL ESTATE AND TO THE EASEMENTS, COVENANTS, CONDITIONS AND
RESTRICTIONS AGREEMENT RELATING TO THE USE OF LANDS
OWNED BY LOWE'S HOME CENTERS, INC. AND
GALVESTON COUNTY**

This **Second Amendment** to that one certain **Agreement to Sell and Purchase Real Estate (E.M.K.)** between **Lowe's** and **Galveston County** dated January 19, 2011, to that one certain Agreement entitled **Easements, Covenants, Conditions, and Restrictions Agreement (E.C.C.R.)** between **Lowe's** and **Galveston County** dated effective October 13, 2011 and to that one certain **First Amendment to Both the E.M.K. and the E.C.C.R.** dated effective February 21, 2012 is by and between **Lowe's Home Centers, Inc.**, a North Carolina Corporation and **Galveston County, Texas** a political subdivision of the State of Texas.

Witnesseth:

The parties heretofore entered into an **Agreement to Sell and Purchase Real Estate (E.M.K.)** dated January 19, 2011, a copy of which may be found in the minutes of the **Galveston County Commissioners' Court** meeting held on January 19, 2011.

Paragraph 39 of the **E.M.K.** provides as follows:

39. RIGHT TO REPURCHASE. Buyer covenants to commence construction (i.e. pouring of footings) of a Lowe's Home Improvement Store with minimum square footage of 94,000 square feet on or before one hundred twenty (120) days after the Closing provided Buyer has received all permits and governmental and quasi-governmental approvals for the construction of a 94,000, with minimum square footage in form and substance acceptable to Buyer in Buyer's sole and absolute discretion. If, despite Buyer's best efforts, all permits and governmental and quasi-governmental approvals are not secured in a timely manner, the commencement date may be extended for an additional thirty (30) days. If Buyer fails to commence construction of a Lowe's Home Improvement Store with minimum square footage of 94,000 square feet within one hundred twenty days after closing, as may be extended, provided such failure is not caused by force majeure, such event being referred to herein as the "Triggering Event", then Seller shall have the right and option ("the Repurchase Interest") to repurchase the Premises for the Repurchase Price (as hereinafter defined in Exhibit "C"), all subject to and in accordance with the terms and conditions of Exhibit C attached hereto and incorporated herein by reference. This covenant will survive closing.

The parties also heretofore entered in an **Easements, Covenants, Conditions and Restrictions Agreement (E.C.C.R.)** relating to real properties owned by the parties located between 54th and Broadway and 57th and Broadway and Broadway and Ball Streets. This Agreement, which has an effective date of October 13, 2011 may be found filed of record in the **Official Public Records of the County Clerk of Galveston County, Texas** on October 20, 2011 under GAC2011053638.

Section 7.7 of the E.C.C.R. provides as follows:

Section 7.7 Covenant to Open. No Covenant to Continuously Operate: As set forth in Paragraphs 39 and 40 of that one certain Agreement to Sell and Purchase Real Estate between Lowe's and the County dated January 19, 2011, a copy of which may be found in the minutes of the Galveston County Commissioners' Court meeting held on January 19, 2011 the Owner of the Lowe's Parcel has agreed to commence construction of a Lowe's on or before one hundred twenty (120) days after acquisition of the Lowe's Parcel with minimum square footage of 94,000 and to complete construction and open to the public within twenty four (24) months following the commencement of construction, subject to events of force majeure. Thereafter, the Owner of the Lowe's Parcel is not obligated to continuously operate a business on the Lowe's Parcel and, specifically, is not obligated to continuously operate or operate for any specific period of time a Lowe's building supply or home improvement retail warehouse or any store on the Lowe's Parcel. Nothing contained in this ECCR shall be construed, interpreted or otherwise read to require the Owner of the Lowe's Parcel to continue to operate a business on the Lowe's Parcel or to prevent the Owner of the Lowe's Parcel from closing its business on the Lowe's Parcel.

The parties also entered into that one certain **First Amendment to Both the E.M.K. and the E.C.C.R.** dated effective February 21, 2012. This **First Amendment**, among other things, extended the time of commencement of construction set forth in Paragraph 39 of the **E.M.K.** and in Section 7.7 of the **E.C.C.R.** until June 30, 2013.

The parties have agreed to extend this time period from June 30, 2013 to September 30, 2013.

This **Second Amendment** is being entered into to address this extension of time.

Now, Therefore, for valuable consideration, including the mutual covenants herein contained, the receipt and sufficiency of which is hereby confessed and acknowledged, the parties desire to amend both the **E.M.K** and the **E.C.C.R.** as follows:

1. Amendment of the E.M.K.

Paragraph 39 of the E.M.K. is hereby amended to read as follows:

39. RIGHT TO REPURCHASE. Buyer covenants to commence construction (i.e. pouring of footings) of a Lowe's Home Improvement Store with minimum square footage of 94,000 square feet on or before September 30, 2013 provided Buyer has received all permits and governmental and quasi-governmental approvals for the construction of such Store in a form and substance acceptable to Buyer in Buyer's sole and absolute discretion. If, despite Buyer's best efforts, all permits and governmental and quasi-governmental approvals are not secured by September 30, 2013, the commencement date may be extended for an additional thirty (30) days. If Buyer fails to commence construction of a Lowe's Home Improvement Store with minimum square footage of 94,000 square feet by no later than September 30, 2013, as may be extended, provided such failure is not caused

by force majeure, such event being referred to herein as the "Triggering Event", then Seller shall have the right and option ("the Repurchase Interest") to repurchase the Premises for the Repurchase Price (as hereinafter defined in Exhibit "C"), all subject to and in accordance with the terms and conditions of Exhibit C attached hereto and incorporated herein by reference. This covenant will survive closing.

2. Amendment of E.C.C.R.

Section 7.7 of the E.C.C.R. is hereby amended to read as follows:

Section 7.7 Covenant to Open. No Covenant to Continuously Operate: As set forth in Paragraphs 39 and 40 of that one certain Agreement to Sell and Purchase Real Estate between Lowe's and the County dated January 19, 2011, a copy of which may be found in the minutes of the Galveston County Commissioners' Court meeting held on January 19, 2011 the Owner of the Lowe's Parcel has agreed to commence construction of a Lowe's Home Improvement Store on or before September 30, 2013 with minimum square footage of 94,000 and to complete construction and open to the public within twenty four (24) months following the commencement of construction, subject to events of force majeure. Thereafter, the Owner of the Lowe's Parcel is not obligated to continuously operate a business on the Lowe's Parcel and, specifically, is not obligated to continuously operate or operate for any specific period of time a Lowe's building supply or home improvement retail warehouse or any store on the Lowe's Parcel. Nothing contained in this ECCR shall be construed, interpreted or otherwise read to require the Owner of the Lowe's Parcel to continue to operate a business on the Lowe's Parcel or to prevent the Owner of the Lowe's Parcel from closing its business on the Lowe's Parcel.

3. The E.M.K., the E.C.C.R., the First Amendment and the Second Amendment to these two instruments constitute the complete understanding of the parties and no other representation, oral or written, between the parties shall be of any force and effect unless specifically stated in writing in the E.M.K., the E.C.C.R., the First Amendment or this Second Amendment.

4. Each party has signed this Second Amendment on the date specified adjacent to their signature. The effective date of this Second Amendment will be the date the last signatory has signed.

5. Each party has relied on the advice of their own counsel in executing this Second Amendment.

6. If this Second Amendment is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one Agreement.

7. The effective date of this **Second Amendment** is the date the last party has executed this document.

County of Galveston

Mark A. Henry

County Judge

Date of Execution: _____

Attest:

Dwight D. Sullivan

County Clerk

Lowe's

Lowe's Home Centers, Inc., a

North Carolina Corporation

20)
RSP

Name:

Tim L. Cooksey

Title:

Vice President

Date of Execution:

4/26/13

State of Texas §
 §
County of Galveston §

On This ____ day of _____, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Mark A. Henry**, to me personally known to be the person described in and who executed the foregoing instrument, who, being by me first duly sworn, stated that he/she is the **County Judge of Galveston County**, a political subdivision of the State of Texas, and that he/she executed such instrument on behalf of said political subdivision by authority of its County Commissioners' Court, and said person acknowledged to me that he/she executed such instrument as the act and deed of said political subdivision.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public: _____
Printed Name: _____

My Commission Expires:

State of North Carolina

§

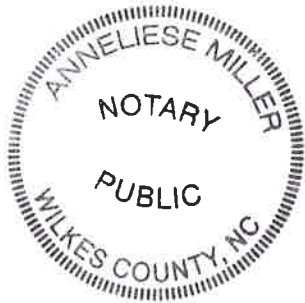
§

County of Wilkes

§

The foregoing instrument was acknowledged before me this 26th day of April, 2012, by Tim L. Cooksey, the VP of **Lowe's Home Centers, Inc., a North Carolina corporation.**

Witness my hand and official seal.



Seal

Anneliese Miller
Notary Public in and for the State
of North Carolina
My commission expires: 08-10-2015

Word/Depts/Facilities/Lowes ECCR Second Amendment

After filing please return to:
Harvey Bazaman
Galveston County Legal Dept.
Galveston County
Galveston County Courthouse
722 Moody, 5th Floor
Galveston, Texas 77550

AGENDA ITEM #26.e.



**Galveston County
Legal Department**

COUNTY COURTHOUSE
722 MOODY 5th FLOOR
GALVESTON, TEXAS 77550-2317

Galveston
Line
(409) 770-5562

Houston Line
(281) 316-8300

Fax Line
(409) 770-5560

HARVEY BAZAMAN

Donald Glywasky
Barry C. Willey
Myrna S. Reingold

May 7, 2013

Hon. Mark Henry
Hon. County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

Re: Proposed settlement of a claim by Julia Hatcher for personal injury damages.

Gentlemen:

This is to recommend a settlement involving Julia Hatcher who filed a claim for injuries she sustained when she fell as a result of stepping in a hole in the gulf side sidewalk of Seawall Boulevard in Galveston. Ms. Hatcher's accident occurred on May 7, 2011.

Ms. Hatcher suffered an ankle fracture and incurred over \$5,800.00 in medical bills as a result of this accident. I have negotiated a tentative settlement in the amount of \$4,750.00 for all personal injury damages.

If you choose to approve this settlement, the appropriate release by the claimant will be obtained in exchange for the stated payments.

Should you have any questions, please call.

Sincerely,

A handwritten signature in black ink, reading "Barry C. Willey". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Barry C. Willey

BCW/mfa

cc: Mr. Mel Trammell
Mr. Rufus Crowder, Purchasing Agent

AGENDA ITEM #27.c.

Budget Journal Voucher
Auditor's Office

BJV #	BJ00031092
BATCH ID #	BU0682

*Budget for the Title IV-E Foster Care Reimbursement Program for fiscal year 2013 .
(Attached is the certification of revenue by the County Auditor's Office
submitted to Finance & Budget Office dated 5/01/13.*

Date Prepared : 05/02/13

Paz, Jocelyn

From: Manning, Diane
Sent: Wednesday, May 01, 2013 9:56 AM
To: Maxwell, Gail
Cc: Trammell, Mel; Modzelewski, Jeff; Sanchez, John; Stringer, Troy; Paz, Jocelyn; Yearnd, Denise
Subject: RE: Title IV-E (new fund)

The new fund is 2851. I set up 2851000000 and 2851256109. Let me know if you need anything else.

Diane

-----Original Message-----

*From: Maxwell, Gail
Sent: Tuesday, April 30, 2013 2:45 PM
To: Manning, Diane
Cc: Trammell, Mel; Modzelewski, Jeff; Sanchez, John; Stringer, Troy; Paz, Jocelyn; Yearnd, Denise
Subject: Title IV-E (new fund)*

Diane:

Good afternoon. We have another Program (Title IV-E Foster Care Program) to which we need to establish a new fund/cost-center (revenue and expenditure accounts) in order to separately track the reimbursements and expenditures received from this program. We spoke with Mel and Jeff yesterday afternoon and was instructed to get with you to obtain this information. We will only need one fund/cost-center as these funds will rollover each fiscal year.

The fund would be titled "Title IV-E Foster Care Program" and at this time would only require one line-item expenditure account (Placement Services - 5441301).

Once you have this in place, please forward me the information so that I can proceed with having the reimbursements which have already been received for FY2013 transferred to the new fund.

Thanks!

*Gail Maxwell,
Financial Analyst
Galveston County
Juvenile Justice Department
(409) 770-5904
Fax: (409) 765-3187*

-----Original Message-----

*From: JU01XER@co.galveston.tx.us [mailto:JU01XER@co.galveston.tx.us]
Sent: Tuesday, April 30, 2013 3:47 PM
To: Maxwell, Gail
Subject: Scan from a Xerox WorkCentre Pro*

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre Pro.

Sent by: Guest [JU01XER@co.galveston.tx.us] Number of Images: 14 Attachment File Type: PDF

Paz, Jocelyn

From: Trammell, Mel
Sent: Tuesday, April 30, 2013 8:58 PM
To: Modzelewski, Jeff; Yearnd, Denise
Cc: Pagan, Cynthia; Norris, Brent; Maxwell, Gail; Stringer, Troy; Paz, Jocelyn
Subject: FW: Title IV-E (summary of grant requirements)
Attachments: Scan001.PDF

Categories: JUV PROB

Jeff, please send us an email and we can accept that has your revenue certification and place that along with the budget on the next agenda.

-----Original Message-----

*From: Maxwell, Gail
Sent: Tuesday, April 30, 2013 2:58 PM
To: Trammell, Mel; Modzelewski, Jeff
Cc: Sanchez, John; Stringer, Troy; Paz, Jocelyn; Yearnd, Denise; Norris, Brent
Subject: Title IV-E (summary of grant requirements)*

Mel/Jeff:

Attached is a copy of the Grant Requirements from the Texas Juvenile Justice Department regarding the Title IV-E Foster Care Reimbursement Program. The Financial Components of this program can be found on pages 13 and 14 of this document. In particular Section VIII. Financial Components A (Allowable Expenditures), B (Unallowable Expenditures), and G (Financial Assurances). The Title IV-E Program is part of our State Financial Assistance Contract (along with the State Aid A Grant, Commitment Reduction C grant and Mandatory JJAEP P Grant).

As requested, I have emailed Diane Manning to request a new fund/cost-center for these funds with a line-item account of Placement Services (5441301). Per our conversation yesterday afternoon, we agreed on a budget of \$45,000 for this current fiscal year (FY2013) and for FY2014.

These funds are currently being deposited into our Revenue Fund (2230000020) under line-item account 4303102 (Federal Reimbursements). As of this date, \$35,964.87 has been deposited to account 4303102; these funds will need to be reversed and transferred to the new fund/cost-center revenue account(once established).

If you have any questions, please let me know.

*Gail Maxwell,
Financial Analyst
Galveston County
Juvenile Justice Department
(409) 770-5904
Fax: (409) 765-3187*

-----Original Message-----

*From: JU01XER@co.galveston.tx.us [mailto:JU01XER@co.galveston.tx.us]
Sent: Tuesday, April 30, 2013 3:47 PM
To: Maxwell, Gail
Subject: Scan from a Xerox WorkCentre Pro*

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre Pro.

Paz, Jocelyn

From: Modzelewski, Jeff
Sent: Wednesday, May 01, 2013 8:37 AM
To: Trammell, Mel; Yearnd, Denise
Cc: Pagan, Cynthia; Norris, Brent; Maxwell, Gail; Stringer, Troy; Paz, Jocelyn; Sanchez, John
Subject: RE: Title IV-E (summary of grant requirements)

Certainly -

Pursuant to the telephone discussion Gail, Brent, Mel and I had on Monday afternoon, 04/29/2013, I certify that the \$35,964.87 of Title IV-E federal reimbursements received thus far in fiscal year 2013 is available for appropriation for Title IV-E expenditures.

Additionally as we agreed, on a quarterly basis our office will certify additional funding received so that it likewise may be appropriated/expended. (Gail, we can discuss these mechanics as necessary.)

Regards,

Jeff

Jeff Modzelewski, MBA, CPA
First Assistant County Auditor in Charge
and Director of Accounting
Galveston County Auditor's Office
P.O. Box 1418
Galveston, TX 77553-1418
E-Mail: jeff.modzelewski@co.galveston.tx.us
Telephone: 409-770-5328
Fax: 409-766-4583

-----Original Message-----

From: Trammell, Mel
Sent: Tuesday, April 30, 2013 8:58 PM
To: Modzelewski, Jeff; Yearnd, Denise
Cc: Pagan, Cynthia; Norris, Brent; Maxwell, Gail; Stringer, Troy; Paz, Jocelyn
Subject: FW: Title IV-E (summary of grant requirements)

Jeff, please send us an email and we can accept that has your revenue certification and place that along with the budget on the next agenda.

-----Original Message-----

From: Maxwell, Gail
Sent: Tuesday, April 30, 2013 2:58 PM
To: Trammell, Mel; Modzelewski, Jeff
Cc: Sanchez, John; Stringer, Troy; Paz, Jocelyn; Yearnd, Denise; Norris, Brent
Subject: Title IV-E (summary of grant requirements)

Mel/Jeff:

Attached is a copy of the Grant Requirements from the Texas Juvenile Justice Department regarding the Title IV-E Foster Care Reimbursement Program. The Financial Components of this program can be found on pages 13 and 14 of this document. In particular Section VIII. Financial Components A (Allowable Expenditures), B (Unallowable Expenditures), and G (Financial Assurances). The Title IV-E Program is part of our State Financial

Assistance Contract (along with the State Aid A Grant, Commitment Reduction C grant and Mandatory JJAEP P Grant).

As requested, I have emailed Diane Manning to request a new fund/cost-center for these funds with a line-item account of Placement Services (5441301). Per our conversation yesterday afternoon, we agreed on a budget of \$45,000 for this current fiscal year (FY2013) and for FY2014.

These funds are currently being deposited into our Revenue Fund (2230000020) under line-item account 4303102 (Federal Reimbursements). As of this date, \$35,964.87 has been deposited to account 4303102; these funds will need to be reversed and transferred to the new fund/cost-center revenue account(once established).

If you have any questions, please let me know.

Gail Maxwell,
Financial Analyst
Galveston County
Juvenile Justice Department
(409) 770-5904
Fax: (409) 765-3187

-----Original Message-----

From: JU01XER@co.galveston.tx.us [mailto:JU01XER@co.galveston.tx.us]
Sent: Tuesday, April 30, 2013 3:47 PM
To: Maxwell, Gail
Subject: Scan from a Xerox WorkCentre Pro

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre Pro.

Sent by: Guest [JU01XER@co.galveston.tx.us] Number of Images: 14 Attachment File Type: PDF

WorkCentre Pro Location: 1\\Texas City\TX\USA\ Device Name: JU01XER

Reference	Date	Description	Lg Lv Vs	Vs Desc	Reas Reason	Description	Prep ID	Batch ID
BU00031092	05/02/2013	FY'13 bdtg Tile IV-E	GL OB AM	Amend Bd GR	GRANTS		BU0682	
Fully Qualified Account No.	FY	Fnd C Title	Object	Type	Misc	Type	Amount	Rec
2851256109-4303102	13	Title IV-E Foster Ca	Federal Reimbursemen	BA		A	45,000.00	1
2851256109-5441301	13	Title IV-E Foster Ca	Placement Services	BA		A	45,000.00	2

TOTAL BJ00031092: 90,000.00

GRAND TOTAL
Final Budget Check 90,000.00

No Over Budget Errors

Reference	Date	Description	FY	Fnd	Ct	Title	IV-E	Ledger	Level	Version	Reason	Prep ID	Batch ID
BJ00031092	05/02/2013	FY'13 Bdgt Tile IV-E						GL	OB	AM	GR		BU0682
Fully Qualified Account No.													
2851256109-4303102													
2851256109-5441301													

Fund	Type	Misc	Type	Amount	Rec
BA			A	45,000.00	1
BA			A	45,000.00	2
TOTAL BJ00031092:					
				90,000.00	
GRAND TOTAL				90,000.00	

AGENDA ITEM #27.d.1.

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department: Justice Court Precinct 6	Amendment No. 13-024-0514-A
Date Submitted: April 29, 2013	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION:
Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. **suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.**

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION:

Request to transfer budget from General Fund - Justice Court Precinct 6 Salaries and Fringe Benefits to Budgeted Reserves.

This budget amendment does not increase the budget for FY 2013.

Transfer FROM	Account Description	Amount	Auditor Use Only Acct Balance Sufficient? (Y/N)
		Annualized	
Acct. No: General Fund 1101-123900-5100000	Line Item: Salaries	10,791	
1101-123900-5151000	Group Health	2,295	
1101-123900-5152102	Medicare - FICA Payments	156	
1101-123900-5153000	Pension	1,132	
1101-123900-5154000	Alternate Plan	946	
TOTAL - Transfer Amount		\$ 15,320	

Transfer TO	Account Description	Amount	Auditor Use Only Acct Balance Sufficient? (Y/N)
		Annualized	
Acct. No: General Fund 1101-920180-5930000	Line Item: Budgeted Reserves	\$ 15,320	
TOTAL - Transfer Amount		\$ 15,320	

ADDITIONAL COMMENTS:

This is a budget request to transfer budget from General Fund - Justice Court Precinct 6 Salaries and Fringe Benefits to Budgeted Reserves. The position of Deputy Court Clerk will not be filled for the remainder of FY2013.

Position	Grade	Annual Salary	Decrease in Salary for FY2013	Decrease in Fringe Benefits for 2013	Total
Deleted:					
Deputy Court Clerk	10A	\$28,163	\$10,791	\$4,529	\$15,320
Difference			\$10,791	\$4,529	\$15,320

Departmental Authorization _____ Date _____

N/A _____

Human Resources Department _____ Date _____

_____ Date _____
Budget Office Authorization

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Reviewed by: _____ Date: _____

Auditor's Remarks:

COMMISSIONERS COURT APPROVAL

Date Submitted: _____ Date Approved: _____

AGENDA ITEM #27.d.2.

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department: District Clerk	Amendment No. 13-035-0514-B
Date Submitted: April 29, 2013	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION:

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION:

Request to transfer budget from District Clerk _Grand Jury Jurors to Travel and Education and Auto Mileage to cover expenditures through the end of the fiscal year 2013.

This budget amendment does not increase the budget for FY 2013.

Transfer FROM	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct. No: General Fund 1101-126100-54310154	Line Item: Grand Jury Jurors	9,400	_____
TOTAL - Transfer Amount		\$ 9,400	

Transfer TO	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct. No: General Fund 1101-126100-5496100 1101-172111-5496301	Line Item: Travel and Education Auto Maintenance	6,400 3,000	_____
TOTAL - Transfer Amount		\$ 9,400	

ADDITIONAL COMMENTS:

This is a request to transfer budget from District Clerk - Grand Jury Jurors to District Clerk - Travel and Education and Auto Mileage to cover expenditures through the end of the FY2013. In FY2012, the actual expenditures for the line item - Travel and Education was \$4,182; the actual expenditures for the line - Auto Mileage was \$3,205.

Description	District Clerk - Grand Jury Jurors	District Clerk - Travel and Education	District Clerk - Auto Mileage
Beginning Balance, 5/8/2013	\$100,000	\$6,000	\$3,000
BA 13-035-0514-B	-\$9,400	6,400	3,000
Expenditures and Encumbrances to date	21,296	4,053	2,412
Balance Upon Approval	<u>\$69,304</u>	<u>\$8,347</u>	<u>\$3,588</u>

Departmental Authorization _____ Date _____

N/A

Human Resources Department _____ Date _____

_____ Date _____
Budget Office Authorization

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

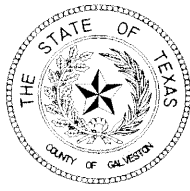
Reviewed by: _____ Date: _____

Auditor's Remarks:

COMMISSIONERS COURT APPROVAL

Date Submitted: _____ Date Approved: _____

AGENDA ITEM #28.a.1.



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

May 7, 2013

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re: RFQ #B131018, Community Preparedness Program Administration

Gentlemen,

On April 25, 2013, qualifications were opened for RFQ #B131018, Community Preparedness Program Administration, at which time one (1) qualification was received from Greater Metropolitan Safety Council, John Hermann.

The Evaluation Committee recommends that authorization be granted to enter into contract negotiations with Greater Metropolitan Safety Council, John Hermann.

The included contract is a sample agreement.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to be "Rufus G. Crowder", is written over a horizontal line.

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

Attachments



Galveston County Office of Emergency Management

1353 FM 646, Suite 201
Dickinson, TX 77539
www.gcoem.org

281-309-5002
FAX 888-534-5607
Toll-Free/24-Hour On-Call 888-384-2000

April 30, 2013

Mr. Crowder

After reviewing the RFQ's that was reviewed on 25 April, 2013, I concur that the Greater Metropolitan Safety Council, John Hermann, owner, meets the necessary qualifications to be awarded the contract. Please arrange to have this placed on Commissioners Court agenda.

Thanks

A handwritten signature in black ink, appearing to be "DP" followed by a stylized flourish.

David Popoff -- EMC

Mark Henry, County Judge
Emergency Management Director

David Popoff
Emergency Management Coordinator

Greater Metropolitan Safety Council

6117 Southwell Lane
League City, Texas 77573
281-615-7636

Agreement Date: 05/01/2013
Current Date: 04/25/2013

Contract Number: GMSC-2013GCERT

CONTRACT

To: **Galveston County
Office of Emergency Management
1353 FM 646 West, Suite 201
Dickinson, TX 77539**

Direct all Correspondence To:
Contact: David Popoff
Telephone: 281-309-5003
Fax: 888-534-5607
Email: david.popoff@co.galveston.tx.us
Website: www.gcoem.org

From: **Greater Metropolitan Safety Council (GMSC)
6117 Southwell Lane
League City, Texas 77573**

Direct all Correspondence To:
Contact: John Herrmann
Telephone: 281-615-7636
Fax:
Email: j-herrmann@sbcglobal.net

Valid From: May 01, 2013
Valid End: December 31, 2014

Consultant (GMSC) to fulfill the role of **Community Preparedness Program Administration** for Galveston County through the office of Emergency Management by providing training services for the **Citizens Corps**, and specifically the **Community Emergency Response Team members (CERT)**. This training will include initial training and education based on the national curriculum for CERT programs as well as any identified topics and standards deemed to be necessary for the communities served in Galveston County. Training will also include necessary continuing education classes for those team members who have completed the initial training program. Continuing education will include selected special topic classes, skills days, field days, mass casualty incident drills, team competitions, and any other specialized training deemed appropriate for the CERT team members. Compensation for the training will be billed at the completion of the training according to the schedule of compensation as shown in attachment 1.

GMSC will attend and participate in the Galveston County Citizen Corps, will actively promote and recruit members for the CERT program, and will use internet and other electronic media to maintain communication with current and potential CERT members, as well as provide public outreach and community awareness via said internet and other electronic media. In return, GMSC will be compensated on a monthly basis; this compensation will be paid as a CERT Coordinator Fee. Also, any fees, charges, transportation costs (for travel outside of Galveston County), meal costs, or other costs associated with official CERT Coordinator functions will be reimbursed or paid in advance when possible, with these charges being added to the next invoice with receipts to show exact expense to be reimbursed.

Any training requested by the Office of Emergency Management for the members of the GMSC Faculty will be paid for with Galveston County funds, to include enrollment fees, symposium fees, hotel charges, travel expenses, supplies or other fees, and per diem payments to cover meals and beverages in accordance with approved policies for Galveston County officials and employees.

2. Period of Performance: Contract shall be in effect from May 1, 2013 through December 31, 2014. Contract may be extended by supplement to original contract as agreed upon by Consultant (GMSC) and Purchaser (GCOEM). Class schedule will be determined between Consultant and Purchaser.

3. **Contract Value:** Consultant to be reimbursed per the rates shown in Attachment 1, Compensation Schedule.

4. **Payment Procedure and Terms:** Consultant will transmit via email or Fax, a detailed invoice for all services rendered Purchaser on date of or after services rendered. Email or fax will be sent to Galveston County Office of Emergency Management, and/or Accounts Payable Department for Galveston County, as directed by GCOEM. Purchaser will make full payment of invoice amount within 30 days of date on invoice by U.S. Postal Service or equivalent to Greater Metropolitan Safety Council, at above address or via electronic transfer to bank and account given to purchaser by GMSC. Late Payment Penalty of 15% total invoice amount will be owed to GMSC if payment not received within 45 days of invoice date. Late payment penalty may be invoiced separately or on the next training invoice, as determined by GMSC.

GMSC does not currently accept payment for services using credit card or debit card.

5. **Class Times and Dates** should be scheduled at least 15 days in advance, whenever possible. **Cancellation of a scheduled class should be made as early as possible.** If Purchaser must cancel a scheduled class within 48 hours of start of class, then purchaser agrees to pay the base rate of cancelled class.

Signature authorizes acceptance of Terms of Contract

Authorized Signature- GCOEM

Authorized Signature- GMSC

Greater Metropolitan Safety Council

6117 Southwell Lane
League City, Texas 77573
281-615-7636

Agreement Date: 05/01/2013
Current Date: 04/25/2013

Contract Number: GMSC-2013GCERT

Attachment 1: Compensation Schedule For Community Preparedness Program Administration

To: **Galveston County**
Office of Emergency Management
1353 FM 646 West, Suite 201
Dickinson, TX 77539

Direct all Correspondence To:
Contact: David Popoff
Telephone: 281-309-5003
Fax: 888-534-5607
Email: david.popoff@co.galveston.tx.us
Website: www.gcoem.org

From: **Greater Metropolitan Safety Council (GMSC)**
6117 Southwell Lane
League City, Texas 77573

Direct all Correspondence To:
Contact: John Herrmann
Telephone: 281-615-7636
Fax:
Email: j-herrmann@sbcglobal.net

<u>Course Description</u>	<u>Cost</u>
Monthly Community Preparedness Program Administration Fee:	\$800
Initial CERT Training Class, Represents 1 Unit of CERT curriculum 3 hours of training (complete CERT Training curriculum includes 8 units min.)	\$600
Skills Day Training, Field Day Training, Associated with initial or CE training, 3-6 hours of training (Examples: Mass Casualty, Basic Search and Rescue, Fire Extinguisher Training, Crowd Control, Fire Fighter Rehab, IC Support PD and FD Command and Control, etc.)	\$1750.
Specialty Classes for CERT CE, 3-4 hours of training, classroom with Possibly some lab or field exercise (Examples: Hazwoper, Terrorism, WMD Hazardous materials Response Urban Search and Rescue, etc.)	\$800

Greater Metropolitan Safety Council

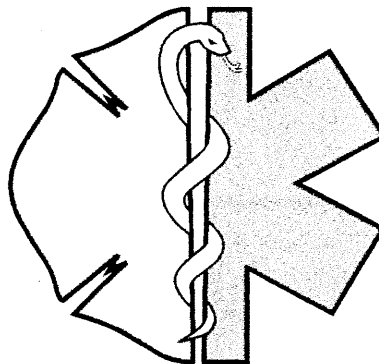
6117 Southwell Lane
League City, Texas 77573
281-615-7636

Company History

Greater Metropolitan Safety Council (GMSC) was formed in **1994**, as a DBA filed in Harris County. GMSC was started by John Herrmann as a means to fulfill a need of business and industry in the Harris County and Galveston County area for first aid and safety training. John Herrmann identified a population of businesses that were in need of quality training for their employees, while John was the lead Business and Industry Faculty member in the Emergency Medical Technology Department for San Jacinto College, Central Campus. These businesses were outside of the San Jacinto College tax base, and in college districts that were not servicing their communities with this type of instructional outreach. GMSC was formed in order to service these companies, at their business locations, and did not compete with the college for this business.

Since the inception of GMSC, we have provided quality instruction in First Aid, CPR, AED, Hazcom, Hazwoper, and Hazardous Materials Technician Level training courses, as well as other various safety related topics, and Emergency Response Team building programs. We have offered these classes to small private groups and professional offices, to large multisite corporations such as **NRG Texas, Reliant Energy, Albemarle Corporation, Ethyl Corporation, BP, Input/Output Corporation, Rio Tinto Industries**, and others.

The instructors, who conduct the training experience for GMSC's clients, are experts in their fields and the topics that they teach, with most of them having experience teaching at the college level in all areas of emergency response. They are leaders and officers within the numerous and various emergency response organizations in our communities. It is the wide scope of experiences and training that all of the instructors bring to GMSC that allows the training provided to be second to none in content, structure, and a most enjoyable learning experience.



Greater Metropolitan Safety Council

6117 Southwell Lane
League City, Texas 77573
281-615-7636

Curriculum Vitae

John Herrmann

Education

Bachelor Science, Texas A&M University, 1985
EMT-Paramedic Courses completed, San Jacinto College Central Campus, 1987

Experience

Greater Metropolitan Safety Council: Owner, Instructor, 1994 – Present

Provide training courses to local businesses and industrial sites for Emergency First Responders and general employee populations covering emergency first responder and safety topics. Provide training and team building classes for Emergency Response Teams.

Albemarle Corp.: Operations, 1997 – Present

Emergency Response Team, (Medical Team, Intermediate Industrial Fire Fighter, HazMat Technician Level responder, High Angle Rope Rescue Technician

San Jacinto College-Central Campus: Faculty Member, 1989 - 1997

Dept. of Emergency Medical Technology
Faculty Instructor for Basic and Advanced Emergency Medical Technology courses
Business and Industry Coordinator: Responsible for sales, contract agreements, Curriculum, and teaching of classes at industrial sites within the college district

P&S Ambulance Service, Harris County, TX: Operations Supervisor, Safety & Training Coordinator

1985 – 1989; Managed daily operations for largest private EMS provider in Harris County. Responsible for multi-million dollar budget for Texas operations, including purchasing, Hiring, maintenance of equipment and vehicles, maintenance of facilities, and maintenance of employee training and records.

Past Membership in Emergency Medical Services:

City of Friendswood Fire Department
City of South Houston EMS
Lifeline EMS/All Star EMS, Lake Jackson, Texas

Greater Metropolitan Safety Council

6117 Southwell Lane
League City, Texas 77573
281-615-7636

Curriculum Vitae

John Herrmann

(Continued)

PROFESSIONAL LICENSSES AND CERTIFICATIONS:

Licensed Paramedic, State of Texas, 1987 – Present
Continuously held EMS certifications in State of Texas since 1982

Intermediate Industrial Fire Fighter, TEEX Certification annually since 1998

High Angle Rope Rescue Technician, 1998 – Present

HazMat Technician, 1998 – Present

Completed Adult Education Course sponsored by Texas Department of Health to complete the certifications of EMS-Instructor and EMS-Examiner. 1989-1998

Greater Metropolitan Safety Council

6117 Southwell Lane
League City, Texas 77573
281-615-7636

Curriculum Vitae

Isaac Robert Garcia

Education

San Jacinto College Central

Experience

Houston Fire Department: District Chief, 2012 - Present

Chief Garcia has been with the Houston Fire Department for more than 20 years, and has held every position as he has furthered his career to one of the very top positions as a District Chief. He spent many years running the HFD Fire Training Academy where he became certified to teach many various classes from basic firefighting to advanced courses.

Greater Metropolitan Safety Council: Lead Instructor, 1996 – Present

Chief Garcia has continued to teach medical, safety, and HazMat courses for GMSC since the very early years of operation. Chief Garcia coordinated an effort with GMSC to work with low socio-economically challenged youths in Houston through the Houston WorkSource/Houston Works USA program.

PROFESSIONAL LICENSSES AND CERTIFICATIONS:

Jason Frank

Experience

Houston Fire Department: Pump and Ladder-man, 2007 – Present

Jason Frank has worked with HFD in many positions since graduating the academy, including all positions on the fire truck and lead EMT on the ambulance.

Greater Metropolitan Safety Council: Lead Instructor, 2010 – Present

Jason Frank has proven to be a very motivated instructor of medical and safety courses for GMSC, and his class reviews from students is exemplary.

PROFESSIONAL LICENSSES AND CERTIFICATIONS:

Jason Frank holds a TCFP Basic Fire Fighter certification, as well as his EMT-Basic certification. He is also an American Heart Association Basic Life Support Instructor.

Greater Metropolitan Safety Council

6117 Southwell Lane
League City, Texas 77573
281-615-7636

Curriculum Vitae

Darrell W. Weaver

Education

Emergency Medical Technology Courses, San Jacinto College Central, 2011

Experience

Albemarle Corporation: Operations and Emergency Response Team

Darrell Weaver has been with Albemarle for more than 20 years, and during that time he has proven himself a leader among the ERT members. He has recently been promoted to a new level of leadership as a Captain. Darrell is a member of the Fire response team, the medical response team, the rescue team, and the HazMat response team.

Deer Park Fire Department:

Darrell has been a member and officer of the Deer Park Fire Department for many years, and has been involved with and lead many community outreach programs for the city in this capacity.

PROFESSIONAL LICENSSES AND CERTIFICATIONS:

Darrell Weaver holds his Texas EMT-Intermediate certification, and he has completed the course work for his EMT Paramedic certification.

Darrell holds his Master Fire Fighter Certification, he also holds the NFPA Safety Officer Certificate. He is certified to the HazMat Technician Level, and holds certifications in High Angle Rope Rescue, Confined Space Rescue, Water Rescue, Trench Rescue, and vehicle rescue. He also holds the NFPA 1041 Instructor 1&2 certifications.

James L. Johnson

Education

James Johnson attended Texas Tech University

Emergency Medical Technology Courses at San Jacinto College Central Campus

Experience

Albemarle Corporation: Operations and Emergency Response Team

James Johnson has been with Albemarle for more than 5 years and has proven his leadership skills as a unit foreman and a valuable member of the sites Emergency Response Team. James has recently been promoted to a new level of leadership in the ERT as a Captain. James is a member of the Fire Response Team, the Medical team, the Rescue Team, and the HazMat team.

Deer Park Fire Department:

James was a member and officer within the department for many years. He recently had to leave the department when he moved his family to Pearland.

PROFESSIONAL LICENSSES AND CERTIFICATIONS:

James Johnson is a certified EMT-Paramedic and EMS Instructor. James is an instructor of Basic and Advanced Life Support with the AHA. James holds an Advanced Fire Fighter Certification, as well as 6 levels of Rope Rescue.